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The Solicitors' Journal.

LONDON, AUGUST 19, 1905.

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All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

The Vacation Judge.

MR. JUSTICE A. T. LAWRENCE sat for the first time as Vacation Judge on Wednesday last. The list was a light one, there being seventeen motions in the paper. The learned judge sat in the Lord Chief Justice's Court, and had disposed of the cases to be heard in open court by half-past twelve.

The Flight of the Judges.

TWO JUDGES of the Chancery Division shewed their conscientious devotion to duty by sitting on Saturday last, but with these exceptions the members of the High Court and the Court of Appeal added that day to the Long Vacation. The Lord Chancellor signalized the day by delivering a speech at the Westminster Hall banquet in a foreign tongue. Though very short, the address was couched in idiomatic French, and, according to the Paris *Figaro*, the accent was very pure. There really seems to be no limit either to the courage or to the capacity of this wonderful old man.

Land Registry Touting.

FROM THE communications which have reached us there seems to be no doubt that the Land Registry have copied the tactics adopted by the baby providers when a birth is announced in the *Times*. No sooner is a man entered on the register with a possessory title than he receives a circular from the registrar, surmounted with the Royal Arms, stating that the object of the register is "to render title to land more secure, and future dealings simpler, quicker, and cheaper than they are at present"; drawing particular attention to the facilities afforded for obtaining absolute titles on purchases, and adding that "if an absolute title is applied for shortly after a purchase, the additional expense involved is so slight as to be practically imperceptible—provided the application is made or determined on before the accounts and other necessary business connected with the purchase have been closed." The circular also calls attention to the merits of the other article which the registry have for sale—namely, a "good leasehold title, the effect of which—assuming the lease to be valid—is the same as that of an absolute title." This circular is accompanied with "a short statement of the objects and practical working of the system of registration of title," extending over ten folio pages, and also headed with

the Royal Arms, which, we observe, states that "when a title has passed through the process of investigation by a purchaser's legal advisers on a sale, it is seldom necessary" [in order to obtain a certificate of absolute title] "to make further official requisitions of a serious nature." We agree with our correspondent of last week that some steps are urgently required for furnishing persons registered with a possessory title with a corrective to this specious "touting" for business, and we think that the Law Society will do well to provide every London solicitor with a copy of their recent publication on officialism, or, better still, to provide them with a short reply to the specific statements made in the Land Registry circular.

The New Vice-Chancellor of Lancaster.

THE APPOINTMENT of Mr. LEIGH CLARE to the Vice-Chancellorship of the Duchy of Lancaster, long rumoured, is now announced officially, and we may congratulate him and the Duchy on the announcement. The Vice-Chancellorship is hardly less important an office than a judgeship of the High Court, and Mr. CLARE's wide experience and sound learning might well have justified his selection for a seat on the bench there. When our legislative authorities have the leisure and intelligence for the reorganization of our judicial system to meet modern requirements, it will be but natural that the Vice-Chancellor of the Duchy should become a local member of the High Court, exercising jurisdiction in the North. Meanwhile it is well that the post should be filled by a judge well qualified to take part in such a change. We imagine that Mr. CLARE will in judicial characteristics shew rather a contrast to his predecessor. Sir SAMUEL HALL was a shrewd, businesslike, and accommodating judge, who made himself very popular by his faculty of adaptation and of smoothing troubled waters with the oil of compromise. Mr. CLARE, at the bar, has always been known for his love of a struggle, his "scent of the battle afar," his preference for a decision on principle against him over a compromise which determines nothing: he is somewhat stiff in principle and somewhat technical in practice. He is more likely than his predecessor to make law, even if it be by means of the Court of Appeal. We hear a rumour that he does not intend at once to resign his seat in the House of Commons, relying on the theory that his salary is not paid out of moneys provided by Parliament, and that the seat is not vacated. However that may be, it cannot be doubted that the two positions are incompatible. The principle which divides the judicial from the representative functions is far more important than the form of words hitherto adopted to express it. If the rumour be correct, it will form an additional argument in support of our estimate of Mr. CLARE as somewhat stiff and technical—an estimate which we would fain have found to be minimised on his promotion. Still it may, as we have said, conduce to the making of law, for Parliament should take care to provide before the next vacancy that no such course should be open to his successor.

Assignment of Compensation.

AN IMPORTANT principle with respect to compensation for injury to lands or buildings awarded under section 68 of the Lands Clauses Act, 1845, has been decided by the Court of Appeal in *Dawson v. Great Northern and City Railway* (1905, 1 K. B. 260). It was argued for the defendants in that case that the right of compensation for injurious affection is analogous to a right of action for damages for a tort, and that consequently it was not capable of assignment under section 25 of the Judicature Act, 1873, so as to enable the assignee to sue in his own name. That damages are not assignable was pointed out in *May v. Lane* (64 L. J. Q. B. 236), where RIGBY, L.J., observed that to give such an effect to section 25 would materially affect the law of champerty and maintenance. But the Court of Appeal have held that a claim for compensation under the Lands Clauses Acts is not on the footing of a claim for damages for a wrongful act. It is, indeed, more in the nature of a right to receive purchase-money in respect of a burden imposed on the land. No action can be brought against the promoters for damage done in the exercise of their statutory powers. The right of action is taken away

and the acts which cause the injury are made lawful. On the other hand, the person who suffers the injury is allowed to recover compensation to be ascertained in a specified way. In the words of the judgment of the Court of Appeal, delivered by STIRLING, L.J., the claim is in substance for the price payable by the defendants for the exercise of the legal right conferred upon them by statute. No objection can be taken to the assignment of the claim to such price on the ground of maintenance or champerty. The assignment would have been valid in equity if made prior to the Judicature Act, 1873, in accordance with the principle stated by Lord MACNAGHTEN in *Tolhurst v. Associated Portland Cement Manufacturers* (1903, A. C., p. 420), that, as a general rule, the benefit of a contract is assignable in equity and may be enforced by the assignee if he makes the assignor a party; and, consequently, the right to compensation is now capable of legal assignment under section 25 (6) of the Act of 1873.

Presumption of Death After Seven Years' Absence.

AN INTERESTING discussion of the rule to be followed in the distribution of property when a beneficiary has not been heard of for more than seven years is contained in the judgment of KEKEWICH, J., in *Re Aldersey* (1905, 2 Ch. 181). At one time it was held, not only that, in the absence of specific evidence, there was a presumption that the beneficiary was dead at the end of the seven years; but also that, since there was a presumption that a person alive at a given date remained alive for a reasonable period till he was proved to be dead, he must be presumed to be alive till the end of the seven years; that is, the legal presumption was that he died on the last day of the seven years. This latter presumption, however, was rejected in *Re Phené's Trusts* (L. R. 5 Ch. 189), and it was held that the only presumption is that the person is dead at the end of the seven years; there is no presumption as to the time during the seven years when he died, or, which is the same thing, there is no presumption that he remained alive for any specific period after he was last heard of. "The true proposition," it was there said, "is that those who found a right upon a person having survived a particular period must establish that fact affirmatively by evidence; the evidence will necessarily differ in different cases, but sufficient evidence there must be or the person asserting title will fail." Hence, where the title of a beneficiary to a share under a will depends upon his having survived the testator, and the testator dies during the currency of the seven years since the beneficiary was last heard of, those who claim his share will fail. In the absence of evidence that he survived the testator, they cannot discharge the burden of proving this fact, and the estate will be distributed upon the footing that he did not survive: *Re Benjamin* (1902, 1 Ch. 723). In the present case of *Re Aldersey*, the beneficiary, who was entitled for life to a share of income, survived the testatrix, who died in 1890. He was last heard of in 1895, and consequently was presumed to be dead in 1902. To entitle his representatives to the income for the seven years it was necessary, upon the above principle, to prove affirmatively that he was living, and since this could not be done, their claim to the arrears of income failed.

Presumption of Time of Death.

THE RULE established by *Re Phené's Trusts* (*supra*) and applied in *Re Aldersey* (*supra*), that specific evidence of a beneficiary being alive at any particular date within the seven years must be given by those who allege the fact, otherwise their claim will fail, is difficult to distinguish from a presumption that the death took place at the beginning of the seven years, and the second point which arose in *Re Aldersey* appears to countenance the view that such a presumption may be made. As already stated, the beneficiary (A.) on surviving the testator became entitled to a share of income, but this ceased in 1895 for want of proof that he lived after that date. There was also a further share which was given over on the death of another beneficiary (B.) who died in 1896. This was to go to A. if he was living at the death of B., or, if he was then dead, it was to go to his issue. For A.'s representatives to claim it, they had to prove that he was alive in 1896, but they had already failed to give this proof as to the original share, and consequently they failed also as to the accrued share. Then it became the turn of A.'s issue to make their claim. But now

the burden of proof was shifted. The fact upon which they depended was that A. was dead in 1896, and, in the absence of legal presumption, this was as incapable of proof as the fact that he was then alive. The strictly logical result would be that both claimants must fail for want of proof—as to the one set, that A. was alive in 1896; as to the other set, that he was dead. But KEKEWICH, J., shrank from holding that the share was thus in effect undisposed of, and, with regard to the particular will, he decided in favour of A.'s issue. In his view A. was to be taken to be dead at the death of B., since he was not proved to be alive. It is difficult, however, to restrict decisions which involve a principle to the facts of a particular case. In effect, the decision of the second point appears to have been based upon a presumption that A. died in 1895, when he was last heard of, and it thus involves a departure, though probably a necessary departure, from *Re Phené's Trusts*. It should be added that KEKEWICH, J., prefaced his judgment by saying that it did not satisfy him logically, though he thought it was the best way of cutting a knot which was incapable of being untied.

Purchase of a Reversion by a Trustee.

It is a familiar rule of equity that when a trustee of leasehold property obtains a renewal of the lease in his own name he is constructively a trustee of the renewed lease. "I very well see," said KING, L.C., in *Keech v. Sandford* (2 Wh. & T. L. C. 698), "if a trustee, on the refusal to renew, might have a lease to himself, few trust estates would be renewed to *cestuis que usent*." This seems to ascribe unduly low motives to trustees as a body, but the rule has been accepted as a necessary restraint upon the power of trustees to turn their position to their own advantage, and it applies equally to partners. "One partner cannot treat privately, and behind the backs of his co-partners, for a lease of the premises where the joint trade is carried on for his own individual benefit; if he does so treat, and obtains a lease in his own name, it is a trust for the partnership." And in certain cases it has been held that the same principle applies to the purchase of the reversion by the trustee—namely, where the lease is renewable by custom: *Phillips v. Phillips* (33 W. R. 863, 29 Ch. D. 673). The purchase may be used to cut off the chance of future renewals, and thus it may prejudice the beneficiaries. On the other hand, where there is, at the time of the purchase, no such chance of renewal, this reason does not operate, and it was held by GRANT, M.R., in *Randall v. Russell* (3 Mer. 190) that under such circumstances the reversion does not become subject to the trusts of the lease. In *Longton v. Wilsby* (76 L. T. 770) STIRLING, J., followed this decision, and held that the principle of *Keech v. Sandford* only applied where the leaseholds were renewable "by contract or custom," and a similar decision has recently been given by WARRINGTON, J., in *Bevan v. Webb* (53 W. R. 651; 1905, 1 Ch. 620). But it is not altogether clear why the reference to "contract" is introduced. Any right of renewal which exists by contract is a burden upon the reversion, and the trustee, if he purchases the reversion, purchases subject to this. Why should the trust estate take the reversion itself? The case of a lease renewable by custom is different. This does not mean a custom legally binding, but such a custom of renewal as in former days prevailed with regard to ecclesiastical and college leases. A sale to a private proprietor put an end to any such customary right, and this is the reason why a reversion purchased by the trustee has been held to be taken upon trust.

Disclaimer of Leasehold Property in Bankruptcy.

UNDER SECTION 55 (1) of the Bankruptcy Act, 1883, as amended by section 13 of the Act of 1890, a trustee in bankruptcy may disclaim leasehold property of the bankrupt "at any time within twelve months after the first appointment of a trustee." Having regard to the provisions as to the creation of a trustee of the bankrupt's property, doubt has arisen with respect to the period from which the twelve months is to run. Section 20 (1) of the Act of 1883, which provides that, in certain events, a receiving order shall be followed by an adjudication of bankruptcy, says that "thereupon the property of the bankrupt shall become divisible among his creditors and shall vest in a trustee." Hence the scheme of the Act contemplates that there shall be a trustee immediately

upon adjudication. If at the meeting of creditors held after the receiving order pursuant to section 15 the creditors have passed a resolution for adjudication, and have also appointed a trustee, there will at the date of the adjudication be a creditors' trustee already created in whom the property can vest: see BAGGALLAY, L.J., in *Re Parker* (15 Q. B. D., p. 208.) But otherwise section 54 would provide a trustee. Under this section the official receiver is trustee until a trustee is appointed, and the provision of section 15 is repeated that, immediately on adjudication, the property of the bankrupt shall vest in the trustee—that is, either in the creditors' trustee, if then appointed, or otherwise in the official receiver. In the latter case, then, under section 54 (2), upon the appointment of a trustee, the property forthwith passes to, and vests in, the trustee appointed. Such appointment, whether it precedes or follows the order for adjudication, is made under section 21; it is certified by the Board of Trade, and it takes effect as from the date of the certificate. Thus in the ordinary course the official receiver becomes automatically trustee upon the making of the order of adjudication, and the property forthwith vests in him. Subsequently a trustee is appointed by the creditors; his appointment is certified by the Board of Trade, and thereupon the property passes to him. If the creditors do not appoint a trustee within four weeks from the adjudication, the Board of Trade may appoint one under section 21 (6).

Reckoning of the Twelve Months for Disclaimer.

SUCH THEN being the scheme for the creation of a trustee, it became necessary in *Re Cohen* (reported elsewhere) to determine what was the meaning of the expression "from the first appointment of a trustee" in section 55 of the Bankruptcy Act, 1883. If that includes all the occasions on which a trustee is created, then it includes the automatic creation of the official receiver as a trustee upon the making of the adjudication order, and the twelve months allowed for disclaimer would run from the date of the order. If, on the other hand, it refers only to such specific appointment of a trustee, either by the creditors or by the Board of Trade, as is authorized by section 21, then the period runs from the date when the appointment is certified. It should be noticed that the official receiver, during the period when he is automatically trustee, has the full powers of an ordinary trustee in bankruptcy, including power to realize the estate (*Turquand v. Board of Trade*, 11 App. Cas. 286), so that nothing turns upon any distinction between the functions of the official receiver as trustee and of any other trustee in bankruptcy. In *Re Cohen* the order of adjudication was made on the 2nd of October, 1902. Thereupon a trustee was appointed by the creditors, and his appointment was certified on the 16th of October. The bankrupt was entitled to leasehold property subject to onerous covenants, and the trustee executed a disclaimer on the 14th of October, 1903. Thus the disclaimer was in time if the twelve months ran from the certification of the trustee's appointment; it was out of time if the period ran from the date of the order of adjudication, when the official receiver became automatically the trustee of the bankrupt's property. But while the official receiver is by the provisions of the Act of 1883 constituted trustee, this does not appear to fit the expression "first appointment of a trustee" in section 55. If the twelve months is to run from the adjudication, it would have been natural to say so, and not to refer to the appointment of a trustee at all. The use of this phrase suggests that the draftsman had in mind the same appointment of a trustee as is referred to in sections 21 and 54—that is, an appointment by the creditors or by the Board of Trade. The Court of Appeal accordingly, affirming the decision of Mr. Registrar GIFFARD, took this view, and held that the disclaimer was in time. A difficulty in the way of such a construction arises from the fact that it seems to prohibit the exercise of the power of disclaimer by the official receiver while he is trustee, inasmuch as in that case the twelve months during which the power is to be exercised does not commence to run. But this was met by holding that the limit of time does not apply at all under such circumstances. If any person interested has reason to complain of delay, he can at any time stop it by requiring the official receiver, under section 55 (4), to decide whether he will disclaim or not.

The Changes Effected by the Trade-Marks Act, 1905.

THE Trade-Marks Act, 1905, became law at the fag end of the session after a somewhat chequered course in passing through Parliament. It was brought into the House of Commons by Mr. FLETCHER MOULTON, K.C., with the concurrence of the London Chamber of Commerce, and it was, after the second reading, referred to a Select Committee, who reported upon it and made a few alterations to carry out the recommendations of their report. The Bill was then read a third time and sent to the Lords, where it arrived towards the end of July. In Committee in the Lords very considerable alterations were made in the Bill, but most of such alterations were in form rather than in substance. It was then sent back to the Commons, where the Lords' amendments were agreed to. The Bill had the distinction of being one of the very few private members' Bills that passed into law in the session of 1905.

The Act, (which supersedes all previous legislation on the subject), in the form in which it now stands, really makes very little difference in the law as it previously existed. It is, in fact, an Act which more consolidates and declares the existing law than alters it. We do not propose to go through the Act in detail, but only to direct the attention of our readers to some of its most important provisions.

First among these comes the definition of a registrable trade-mark, which is, by section 9, as follows: "A registrable trade-mark must contain, or consist of, at least one of the following essential particulars—(1) The name of a company, individual, or firm, represented in a special or particular manner; (2) the signature of the applicant for registration or some predecessor in his business; (3) an invented word or invented words; (4) a word or words having no direct reference to the character or quality of the goods, and not being according to its ordinary signification a geographical name or a surname; (5) any other distinctive mark; but a name, signature, or word or words, other than such as fall within the descriptions in the above paragraphs (1), (2), (3), and (4), shall not, except by order of the Board of Trade or the court, be deemed a distinctive mark."

The section, after providing (as was done in the previous Acts) for the registration of certain marks consisting of special or distinctive words, letters, and numerals, used as trade-marks before the 13th of August, 1875, goes on to enact that "for the purposes of this section 'distinctive' shall mean adapted to distinguish the goods of the proprietor of the trade-mark from those of other persons. In determining whether a trade-mark is so adapted, the tribunal may, in the case of a trade-mark in actual use, take into consideration the extent to which such user has rendered such trade-mark in fact distinctive for the goods with respect to which it is registered or proposed to be registered."

If this section is compared with the previous definition, it will be seen that very little substantial alteration is made. The only really important features of the new definition are: (1) that it enables the signature of a predecessor in business of the applicant to be registered as a trade-mark; (2) that it allows, with certain limitations, a mark to be registered which, although not containing any of the other essential particulars prescribed by the section, yet has been shown by actual use to be in fact distinctive of the goods of the proprietor.

Another important alteration is that which requires the registrar on refusing to register a trade-mark (otherwise than on the opposition of a rival trader) to state in writing, if required, the grounds of his decision, and the materials used by him in arriving at the same; and in the event of an appeal from his decision, no further grounds of objection to the application can be taken by the registrar without the leave of the tribunal hearing the appeal, and if any such further grounds of objection are taken, the applicant is to be at liberty to withdraw his application without the payment of any costs.

Another important provision as to costs is section 48, which provides that in all proceedings before the court under the Act the costs of the registrar shall be in the discretion of the court, but the registrar shall not be ordered to pay the costs of any

other of the parties. This should, and will, we hope, be so interpreted by the court as to prevent the hardship which existed under the previous system of an applicant to the court being ordered to pay the costs of the registrar, notwithstanding that the registrar has been held by the court to be in the wrong.

The alteration of the existing law which is most interesting to the commercial community is that effected by section 41. At present, as will be remembered, a trade-mark, however long it may have been on the register, is liable to be taken off on any grounds which could have been successfully urged against the original registration, and also in certain cases on account of matters happening after the date of the original registration. This has always been felt by the commercial community to be a great hardship, and it was strongly desired that the law in this respect should be altered. It is in deference to this desire that section 41 finds a place in the new Act. This section as it stands is by no means identical with clause 41 as it appeared in the Bill when originally introduced, and its operation in the direction of creating an indefeasible interest in a registered trade-mark has been further cut down by the House of Lords.

The section, as it now stands, is as follows: "In all legal proceedings relating to a registered trade-mark (including applications under section 35 of this Act), the original registration of such trade-mark shall, after the expiration of seven years from the date of such original registration (or seven years from the passing of this Act, whichever shall last happen), be taken to be valid in all respects unless such original registration was obtained by fraud, or if the trade-mark offends against the provisions of section 11 of this Act; provided that nothing in this Act shall entitle the proprietors of a registered trade-mark to interfere with or restrain the user by any person of a similar trade-mark upon or in connection with goods upon or in connection with which such person has by himself or his predecessors in business continuously used such trade-mark from a date anterior to the user of the first-mentioned trade-mark by the proprietor thereof or his predecessors in business, or to object (on such user being proved) to such person being upon the register for such similar trade-mark in respect of such goods under the provisions of section 21 of this Act."

Section 35 of the Act is that which provides for applications to rectify the register of trade-marks. Section 11, which is a re-enactment with some alterations of what is now contained in sections 73 and 86 of the Act of 1883, provides that "it shall not be lawful to register as a trade-mark or part of a trade-mark any matter the use of which would, by reason of its being calculated to deceive or otherwise, be disentitled to protection in a court of justice, or would be contrary to law or morality, or any scandalous design." Section 41, therefore (omitting from present consideration the proviso, which explains itself), enacts, in effect, that after the lapse of seven years the original registration of a trade-mark is to be valid in all respects, unless it was obtained by fraud, or unless the trade-mark offends against section 11. Really the extent of the operation of section 41 will to a great degree depend on the construction which the courts place upon section 11, or rather upon that portion of it which prohibits the registration as a trade-mark or part of a trade-mark of matter disentitled to protection in a court of justice by reason of its being calculated to deceive or otherwise. If these words are construed in a wide sense, it appears to us that the beneficial effect of section 41 as a protection to a trade-mark which was registered without fraud and which has been upon the register for the prescribed time, will be very much cut down, and the commercial community will find that they have not got nearly as much protection for their registered marks under the section as they anticipated.

Finally, it should be noticed that the Act does not come into general operation until the 1st of April next.

By the recent appointment of Mr. F. A. P. Sylvester, of Trowbridge, as coroner for Mid-Wilts, says the *Daily Mail*, there have been coroners in three generations of the Sylvesters. The new coroner's grandfather, Mr. George Sylvester, who had the distinction of being at one time the oldest living coroner, and who was almost, if not quite, a centenarian at his death, was elected in 1841. He was succeeded by his son, Mr. F. T. Sylvester, in 1873, and he has recently resigned after thirty-two years' service, holding within that time nearly 5,000 inquests, and he in turn is now succeeded by his son, the present coroner.

Reviews.

Carriage by Sea.

A TREATISE ON THE LAW RELATING TO THE CARRIAGE OF GOODS BY SEA. By THOMAS GILBERT CARVER, M.A., K.C. FOURTH EDITION. Stevens & Sons (Limited).

The carriage of goods by sea is one of the most extensive businesses of the United Kingdom, and the development of the law relating to it gives rise to continual litigation. Hence there has been no lack of reported cases during the five years which have elapsed since the issue of the previous edition of this useful text-book, and the incorporation of these appears to be the leading feature in the present edition. The work is divided into three parts—the contract, the voyage, and the delivery—and each contains an exhaustive discussion of the relevant statute and case law. It was decided by Hale, C.J., in the early case of *Morse v. Slue* (1 Vent. 190, 238) that the liabilities of a common carrier attach to one who carries goods for the public generally by water, even though the voyage is to a foreign port; but important exemptions have been introduced by statute, and these are now contained in section 502 of the Merchant Shipping Act, 1894. Moreover, there is the limitation of liability according to the tonnage of the ship re-enacted by section 503 of the same Act, and extended by section 1 of the Merchant Shipping (Liability of Shipowners and Others) Act, 1900. These and other statutes are considered in Chapter I. Chapter II, which deals with the Employment of the ship, raises the question of the authority to employ her. Frequently a ship is vested in part owners, though the decisions as to the right of a majority to control her have become less important since the introduction of single-ship companies. It is, however, a matter of frequent occurrence for ships to be subject to mortgages, and then the question arises as to the right of the mortgagor in possession to let the ship on hire. To the recent cases on this subject which Mr. Carver notes, such as *The Heather Bell* (1901, P. 272), must now be added *Law Guarantee and Trust Society v. Russian Bank for Foreign Trade* (1905, 1 K. B. 815), which shews the nature of a charter which will be void as against the mortgagee on the ground that it prejudices his security. Another important point is the distinction between contracts under which the possession of the ship passes to the charterers, and those of more frequent occurrence, in which it remains in the owners. This and other questions arising upon voyage and time charters receive full discussion in Chapter IV. The rights of mortgagees is dealt with again in Chapter XVI. On Freight, in connection with the priorities of mortgagees of the ship and assignees of freight, and reference is made to the restriction established by *Shillito v. Biggart* (1903, 1 K. B. 683) on the rule that the mortgagee on taking possession becomes entitled to freight. This does not apply so as to give him priority over assignees of freight already accrued due and remaining unpaid. But the scope of the book is too wide for us to follow it into further detail. It presents an able and practical statement of an extremely important branch of the law.

The Law of Divorce.

THE LAW AND PRACTICE IN DIVORCE AND MATRIMONIAL CAUSES. TOGETHER WITH A CHRONOLOGICAL DIGEST FROM 1730 TO 1905. EMBODYING AN INDEX TO THE MARRIAGE AND DIVORCE ACTS. By ARTHUR GWYNNE JEFFREYS HALL, M.A., Barrister-at-Law. Butterworth & Co.

This book will be found of great service by practitioners in the Divorce Division. It is a digest of the law and practice relating to divorce and matrimonial causes arranged under headings in alphabetical order. The author's plan is, first to present the law upon each head in a series of propositions, and then to support these by a short statement of the relevant decisions. Thus, under "Costs—Wife's," the principles according to which the court has allowed a wife's costs to be recovered against the husband, either as taxed party and party costs, or, in the case of excess solicitor and client costs, as necessities, are stated in twelve propositions, and the succeeding digest includes such cases as *Flower v. Flower* (3 P. & D. 132), *Ottaway v. Hamilton* (3 C. P. D. 393), and *Smith v. Smith* (7 P. D. 84). Other headings similarly treated include "Conduct Conducting," "Cruelty," "Desertion," "Pleading," "Separation Deeds," and "Settlements—Variation of." The utility of the book is increased by an elaborate series of cross-references, and the Matrimonial Causes Acts and other relevant statutes are given in an Appendix.

Books of the Week.

A Handbook of Practical Forms, containing a Variety of Useful and Select Precedents required in Solicitors' Offices, relating to Conveyancing and General Matters, with Numerous Variations and Suggestions. By H. MOORE, Esq. Fourth Edition. Revised and Edited by EDWARD MANSON, Barrister-at-Law. William Clowes & Sons (Limited).

Correspondence.

Land Registry Touting.

[To the Editor of the Solicitors' Journal.]

Sir,—As you have not seen the circular to which my last letter referred, I enclose it for your perusal in order that you may form your own opinion upon it.

I think you will agree with me that it bears on its face strong internal evidence that it is sent out to all proprietors on first registration.

If you will refer to the table of costs, you will understand my reference to the fact that it is so framed as to discount the honest opinion of the solicitor that the whole system is an egregious and unqualified failure; and the succeeding paragraphs contain allegations which no conveyancer would admit, statements which every-day experience demonstrates to be absolutely incorrect.

In the case of the gentleman to whom the circular was sent, I had great pleasure in informing him that the only result of the system to him had been to mulct him in fees and costs additional to what he would have had to pay under the existing system.

The only inference to be drawn from the circular is that the solicitor deliberately keeps back from his client the existence of this "beneficial" system of conveyancing which a paternal and disinterested Government has to force the client to accept.

Worthing, August 12.

H. H. STOCKDALE ROSS.

[To the Editor of the Solicitors' Journal.]

Sir,—In response to the invitation contained in the third paragraph of "Current Topics" of your issue of this date, I have recently completed the purchase of fifty-one properties—unfortunately in the London area—and my seven clients are accordingly forced on the register at a cost in fees alone of £17 10s., for which, as you are aware, they receive absolutely no value except worthless land certificates.

To add insult to injury, they have each received a touting memorandum and circular from the Land Registry, which I enclose for your information and (if you think fit) that of your readers.

G. C. L. FRY.

9 and 10, Fenchurch-street, E.C., August 12.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your paragraph in the "Current Topics" of your last issue referring to the Land Registry advertisement, I send you enclosed circular, which was forwarded by the Land Registry to a client of mine. He had just completed the purchase of leasehold premises in Hanover-street. The statement which accompanies the circular, I think you will agree with us, clearly suggests to purchasers that they can dispense with legal aid.

BEAL & PAYNE.

22, Budge-row, Cannon-street, E.C., August 13.

[We have received from other correspondents copies of the circular and statement.—ED. S.J.]

Points to be Noted.

Conveyancing and Equity.

Rent-charge—Release of Part of Lands.—Under the Law of Property Amendment Act, 1859, s. 10, the release from a rent-charge of part of the lands charged therewith does not, as was formerly the case, extinguish the rent-charge altogether, but it operates only to bar the right to recover the rent-charge out of the premises released. The release, however, does not prejudice the rights of persons interested in the premises unreleased who do not concur in or confirm the release. In general this means that the premises unreleased remain liable only for a proportionate part of the rent-charge: *Booth v. Smith* (33 W. R. 142, 14 Q. B. D. 318). But if the owners of such premises concur in the release they forfeit the benefit of this apportionment, and the unreleased premises remain liable to the entire rent-charge.—*PRICE v. JOHN* (Swinfen Eady, J., April 13) (53 W. R. 456; 1905, 1 Ch. 744).

Real Property Limitation Acts—Disability of Infancy.—Where a plaintiff in an action to recover land is met by a plea of the statute, and attempts to defeat the plea upon the ground of disability due to infancy, it is necessary for him to shew that the disability was existing at the date when the right of action which he is enforcing arose. Thus if the right of action arose in the time of a predecessor in title who was under no disability, the statute then began to run,

and its running is not stopped by the subsequent devolution of the title upon an infant.—*GARNER v. WINGROVE* (Buckley, J., June 21) (53 W. R. 588; 1905, 2 Ch. 233).

Investment Clause—Power to Invest "Upon Ground-rents"—A power to invest trust moneys on real or leasehold securities does not authorize the purchase of real or leasehold hereditaments, and consequently does not authorize the purchase of ground-rents, which is in effect the purchase of house property subject to a long lease. But where there is a trust to invest "on Government securities, or upon freehold ground-rents, or upon leasehold ground-rents" of not less than a specified term, the result is different. The investment upon Government securities involves the purchase of the securities, and similarly the investment upon freehold ground-rents, &c., justifies a purchase of the ground-rents.—*RE MORDAN* (C.A., March 13) (53 W. R. 599; 1905, 1 Ch. 515).

Cases of Last Sittings.

Court of Appeal.

CAVALIER AND ANOTHER v. POPE. No. 1. 9th August.

LANDLORD AND TENANT—CONTRACT BY LANDLORD TO REPAIR—NOTICE OF DEFECTIVE REPAIR—INJURY TO WIFE OF TENANT DUE TO DEFECTIVE REPAIR—REMEDY OF WIFE.

Appeal from the judgment of Phillimore, J., sitting with a common jury. The action was brought in respect of injuries sustained by Minnie Cavalier, wife of James Cavalier, owing to the defective condition of the kitchen floor of a house owned by William Pope, the defendant, and let to James Cavalier. The husband sued to recover damages he had sustained by reason of the injuries inflicted upon his wife, and Minnie Cavalier, the wife, sued in her own name to recover damages for the injuries done to her. The jury brought in a verdict of £25 in respect to the husband's claim and £75 in respect to the wife's claim, and Phillimore, J., gave judgment accordingly. The defendant appealed against the judgment in favour of the female plaintiff on the ground that she had no cause of action. For the purposes of the appeal the following findings of the jury are undisputed: That the appellant, through his agent, had notice before the accident that the kitchen floor was out of repair; that the appellant, through his agent, had promised before the accident to put the said floor in repair. For the appellant it was argued that as the wife was not a party to the contract, she could only base her cause of action, if she had one at all, on tort. The accident arose out of misfeasance, and therefore, to establish her claim for negligence she must shew that the appellant owed some duty to her (*Hayn v. Cullisford*, 4 C. P. D. 185), unless she could bring her case within the three exceptions: (1) Invitation to enter upon premises; (2) premises constituted a public nuisance; (3) object dangerous in itself, as analogous to such things as firearms: *Scholes v. Brook* (63 L. T. R. 837). The case palpably came within none of these exceptions. For the respondent it was contended that the wife was lawfully upon the premises, and therefore had a right of action against somebody. The landlord had full knowledge of the circumstances, and had contracted to repair: *Heaven v. Pender* (1883, 11 Q. B. D., at p. 512). A house is analogous, moreover, to a dangerous instrument: *Lelievre v. Gould* (1893, 1 Q. B. 491). In *Miller v. Hancock* (1893, 2 Q. B. 180) the landlord was held liable to a third person for negligent repair of staircase. [THE COURT: In that case he had retained occupation of the staircase.] By his contract to repair the landlord had control of the house in the case before the court. *Civ. adv. vult.*

THE COURT (COLLINS, M.R., and ROMER, L.J., MATHEW, L.J., dissenting) allowed the appeal.

COLLINS, M.R., in the course of a written judgment, said: Phillimore, J., was clearly of opinion that the female plaintiff was not entitled to maintain the action on the contract made by the defendant with her husband through her agency. I cordially concur. Can her claim be supported on any other ground? The learned judge based his decision in her favour on the authority of those cases of which *Nelson v. Liverpool Brewery Co.* (2 C. P. D. 311) is a type. These cases rest on the principle that the person who has control of the premises is liable for the consequences of a nuisance, and although that person is *prima facie* to be found in the occupier, he may rebut that presumption by shewing that in effect the control has passed to another person who has contracted to be responsible for the repairs. They are, in fact, cases of nuisance adjoining places of passage to public highways. Can the analogy of these cases be offered where there is no public nuisance, but merely a defect in the interior of the house, and an injury resulting therefrom to a member of the tenant's family? I think not. Even if the defendant's liability can be put as high as an invitor, there is no "trap" element, inasmuch as the condition of the floor at the time of the accident was probably better known to the plaintiff than to the lessor. But, were his duties as high as those of an invitor? *Lane v. Cox* (1897, 1 Q. B. 417) is a strong authority that they were not. The appeal must be allowed.

ROMER, L.J., concurred.

MATHEW, L.J.: I regret I am unable to agree. The judgment cannot be supported on the ground of contract, nor on the grounds stated by Phillimore, J., for reasons which the Master of the Rolls has stated. But I think there is another principle to which the plaintiff's wife can have recourse. She was induced to occupy the premises by a representation which proved to be untrue. I see no reason for saying that a representation, though prospective, may not be deceptive. There is authority for the position taken by the wife in *Langridge v. Levy* (2 M. & W. 519), which

has never been overruled, and has been referred to without disapproval in many well-known cases, e.g., *Peck v. Gurney* (L. R. 6 H. L. 377).—COUNSELL, *Montague Lush, K.C., and Lilley; Lever and Wilsheers.* SOLICITORS, T. R. Chapman; John Davis.

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

Re COHEN. No. 2. 21st July; 4th August.

BANKRUPTCY—DISCLAIMER OF ONEROUS PROPERTY—TIME FOR DISCLAIMER—"FIRST APPOINTMENT OF TRUSTEE"—BANKRUPTCY ACT, 1883, s. 55 (1).

In this case the order of adjudication against the debtor was made on the 2nd of October, 1902. Thereupon a trustee was appointed by the creditors, and his appointment was certified on the 16th of October, 1902. The bankrupt, being possessed of certain leasehold property in Limehouse subject to onerous covenants, the trustee gave notice to the landlords of his intention of disclaiming the bankrupt's interest in the lease; and on the 14th of October, 1903, he executed his disclaimer, which was duly filed in the bankruptcy. On his applying for his release the Board of Trade raised objections to the disclaimer on the ground that the properties had not been disclaimed "within twelve months after the first appointment of a trustee," in accordance with the terms of section 53 of the Bankruptcy Act, 1883, as amended by the Act of 1890. The trustee then maintained that he was within the twelve months, which, he said, did not expire until two days after the date of his disclaimer; whereas the contention of the Board of Trade was that the twelve months ran from the 2nd of October, 1902, the date of the adjudication, and the consequent automatic "appointment" as on that date of the official receiver as "trustee," so that the disclaimer was too late. The trustee, under the direction of the board, then applied, under section 13 of the Act of 1890, for leave to extend the time in which to disclaim the property. The application came before Mr. Registrar Giffard, who refused to grant an extension of time, being of opinion that no extension was necessary, since, according to his view of the Act, the time for disclaiming ran from the date of the certificate and not from the date of the adjudication. The trustee appealed. Section 55 provides that, where any part of the property of the bankrupt consists of land of any tenure burdened with onerous covenants, the trustee "may, by writing signed by him at any time within twelve months after the first appointment of a trustee, disclaim the property."

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—The question in this case is whether the time for disclaiming runs from the certificate of the appointment of the trustee, or from the adjudication. By section 55 of the Bankruptcy Act, 1883, as amended by section 13 of the Act of 1890, the trustee may, by writing signed by him, at any time after the first appointment of a trustee disclaim the property. These words seem certainly to refer (in the absence of anything in that Act shewing intention) to an appointment of a trustee under section 21, which provides that, where a debtor is adjudicated bankrupt, or the creditors have resolved that he be adjudicated bankrupt, the creditors may, by ordinary resolution, appoint some fit person, whether creditor or not, to fill the office of trustee of the property of the bankrupt, or they may resolve to leave his appointment to a committee of inspection thereinafter mentioned; and sub-section 2 provides that the person so appointed shall give security, in the manner prescribed, to the satisfaction of the Board of Trade, and that the board, if satisfied with the security, shall certify that the appointment has been duly made, unless the board objects to the appointment on certain specified grounds. Sub-section 4 of the same section provides that the appointment of a trustee shall take effect as from the date of the certificate. I am inclined to think that sub-sections 2 and 4 of this section, as to the giving of security and as to the certificate of appointment, apply only to a trustee "so appointed," that is, appointed by the creditors as provided by sub-section 1, and have no application to the official receiver when he is the trustee. In practice no certificate is given of his appointment; no security is taken from him. It is, however, to be observed that section 21 not only provides for the appointment of a trustee by the creditors after an adjudication, but also for the appointment of a trustee by the Board of Trade in cases where a trustee is not appointed by the creditors within four weeks from the date of the adjudication, or where negotiations for the composition scheme or schemes have been closed by the refusal of the creditors to accept, or of the court to approve, a composition or scheme. Section 54, by sub-section 1, provides that until a trustee is appointed the official receiver shall be the trustee for the purposes of the Act, and that immediately on the debtor being adjudicated bankrupt the property of the bankrupt shall vest in the trustee; and sub-section 2 provides that on the appointment of a trustee the property shall forthwith pass to and vest in the trustee appointed. This property would seem to vest, having regard to the judgment of Lord Selborne in *Turgand v. The Board of Trade* (11 App. Cas. 289), independently of any appointment within the meaning of that word as used in section 21. But then sub-section 2 of section 54—which provides that on the appointment of a trustee the property shall forthwith pass to and vest in the trustee appointed—in my judgment contrasts the case where the property of the bankrupt vests in the official receiver independently of any appointment of him as trustee, and the case where the property of the bankrupt passes to a trustee forthwith on his appointment. There can be no doubt but that in sub-section 2 the word "appointed" is used in the sense in which it is employed in section 21. The provisions of sub-section 1 of section 54 will necessarily in every case in which the creditors appoint the trustee make the official receiver the trustee before there is a creditors' trustee, because a creditors' trustee is appointed by a meeting called after the adjudication. This brings me to section 55, the

disclaimer section, and to the question of the meaning of the words "may," by writing signed by him, at any time within [twelve] months after the first appointment of a trustee, disclaim the property." Sub-section 1 of the section runs thus: "Where any part of the property of the bankrupt consists of land of any tenure burdened with onerous covenants . . . the trustee, notwithstanding that he has endeavoured to sell or has taken possession of the property, or exercised any act of ownership in relation thereto, but subject to the provisions of this section, may, by writing signed by him, at any time within [twelve] months after the first appointment of a trustee disclaim the property." In my opinion the words "after the first appointment" refer to an appointment under section 31 either by the creditors or by the Board of Trade under sub-section 6 of that section. I do not think they refer to the official receiver becoming trustee under sub-section 1 of section 54 until a trustee is appointed. It follows that the twelve months mentioned in sub-section 1 of section 55 will run from the certificate of the first appointment of a trustee, and not from the date of the official receiver becoming trustee on the debtor being adjudicated bankrupt until a trustee is appointed. It is said that the effect of the court so holding will be that the official receiver being trustee cannot exercise the power of disclaimer at all, and that this is inconsistent with the decision of the House of Lords in *Turgand v. The Board of Trade*, and of the Court of Appeal in *Re Parker* (15 Q. B. D. 196), because the judgments both in the Court of Appeal and in the House of Lords, when the House reviewed the decision of the Court of Appeal, in effect decided that—to use the words of Lord Blackburn in his speech as reported in 11 App. Cas., p. 291—"the official receiver whilst he is trustee after adjudication may exercise the powers of a trustee." But I do not think, nor do we intend that the effect of our decision shall be, that the official receiver on becoming trustee will not have the power to disclaim. One of the powers of the trustee appointed by the creditors is to disclaim. I think that the official receiver, as trustee, can exercise that power. It is said that if the official receiver has that power the twelve months limited for the exercise of it must run from the vesting of the property in the official receiver—that is, from the moment of adjudication; but I do not think that this follows. The official receiver in becoming trustee immediately upon the debtor being adjudicated bankrupt may exercise the power of disclaimer which section 55 gives to the trustee appointed by the creditors, for twelve months from that appointment, without being subject to this limitation in time for the exercise of the power, which limitation by its very terms runs from a date which has no relation by the trusteeship of the official receiver, because he is never appointed. As the twelve months from the appointment had not at the time of the application for extension expired in this case I think no extension was necessary, and that the extension was properly refused. The result is that Mr. Registrar Giffard is right, and the appeal must be dismissed.—COUNSEL, *Hansell*. SOLICITOR, *Solicitor to the Board of Trade*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

PESCOD v. MAYOR, &c., OF THE CITY OF WESTMINSTER.

Swinfen Eady, J. 26th and 27th July; 8th August.

METROPOLIS—WIDENING STREET—COMPULSORY PURCHASE—SEVERANCE
REFUSED TO SUB-LEASE OF PART OF HOUSE—57 GEO. 3, c. 29, ss. 80
AND 82.

The plaintiff in this action was the lessee for a term of two and a-half years unexpired of the basement, ground floor, and a large room at the back of the entresol floor of No. 30, Piccadilly, where he carried on the business of a tailor and breeches maker. Part of the ground floor and basement were sub-let as a tobacconist's shop. In order to enable the London County Council to carry out part of their scheme for widening Piccadilly to a minimum width of 80 feet, the defendants, the Corporation of Westminster, were putting into operation their statutory powers of acquiring land under Michael Angelo Taylor's Act (57 Geo. 3, c. 29). Under section 80 of this Act the defendants claimed to take the whole of the plaintiff's premises and duly served a notice to treat. The plaintiff alleged that the adjudication made by the defendants, that the whole of No. 30, Piccadilly would be necessary for the purpose of widening that street, was wrong and *ultra vires*, and asked for an injunction to restrain the defendants from proceeding under their notice. For the plaintiff it was argued that as only a strip of 22ft. 6in. in width was wanted for actually widening the street, and as he was willing to sell that part, he could not be compelled to sell the whole of his premises: *Teniers v. Vestry of St. Mary Abbots, Kensington* (30 Ch. D. 642). Further, it was alleged that the adjudication—that it was necessary to take the whole house—was not made *bona fide*, the defendants having agreed to resell the part behind the 22ft. 6in. line to the Piccadilly Hotel (Limited), subject to the plaintiff's statutory right of pre-emption. It was shown that the plaintiff had no interest in the four floors above the entresol, which had a separate entrance at the side of No. 30, except a right to use certain flues which ran up alongside them and a cistern situated at the top. The plaintiff, however, contended that it was physically possible to remove that part of the whole building which lay inside the 22ft. 6in. line, and to leave the rest standing, and that the defendants were bound to do so if called upon. For the defendants it was shown that it was impossible to pull down the front part without entering upon the back portion to shore it up and support it, and this the defendants had no legal right to do. Further, the defendants by statute could only pull down buildings which they had acquired. Evidence was given to show that the part of the four upper floors left standing as desired by the plaintiff would be useless after the front had been removed, being

a mere tower with no means of access, and would also be liable to be condemned by the district surveyor as a dangerous structure. It was proved that plaintiff had another action pending against the Piccadilly Hotel Co. (Limited), who had acquired the leasehold interest in the whole of No. 30 subject to plaintiff's underlease of a part, in which he claimed an injunction to restrain any interference with the upper portion of the premises so as to interfere with his chimneys and flues, water tanks and supply pipes.

SWINFEN EADY, J., in a considered judgment, stated the facts of the case, and continued: The conclusions of fact to which I come are that it would be physically possible to pull down the front portion and leave the rear portion standing, but that the cost of so doing would be very excessive, and that it could not be done without entering upon every floor of the rear portion remaining standing, to support it. Further, the upper floors of the rear portion would be useless and probably dangerous, but the plaintiff is seeking to restrain their being pulled down as thereby damage would ensue to his own premises. If the front portion only of his premises is acquired, there must be a considerable time when he will be totally excluded from his premises by reason of the danger involved in pulling down, and when this is completed he would be cut off from access to the public street until the roadway and path can be formed and made into a fit state to throw open to the public. The plaintiff based his case upon this, that as the whole ground area proposed to be taken under the notice to treat was not intended to be thrown into the public roadway, the defendants must be restricted to the part actually intended to be so dealt with, as he was willing to convey that part only. In my opinion the plaintiff has not any absolute right to restrain the defendants from taking more land than is intended to be actually dedicated to the public. The statute contemplates that they may take more—section 80 empowers the local authority to lay the sites of houses and lands acquired by them, "or so much thereof as they shall think proper, into the said streets or public places." Again, section 96 of the Act enables the local authority to re-sell lands purchased by them, after they have first been offered for sale to the persons from whom they have been purchased. This also shows that the statute contemplated that they might take more land than the actual strip required for street widening. In my judgment the question which I have to determine is whether the defendants have honestly and in good faith adjudged that the whole of the house or building No. 30 projects into or obstructs or prevents them from altering, widening, or extending Piccadilly, and that the possession, occupation, and purchase of the whole of the house will be necessary for that purpose. That is the adjudication which the defendants have made, and I have arrived at the conclusion that they have done this in good faith. The position and dimensions of the building, the structural arrangement of its contents, the considerable portion of the site actually intended to be thrown into the public street and the subdivision of the house into portions held for different terms, with the plaintiff's claim to chimneys and flues going up the full height of the building, all point to the wisdom and prudence of the course adopted by the defendants. It was insisted by the plaintiff that, as a matter of law, the defendants could not take compulsorily more than the site intended to be thrown into the street, if as was the case he was willing to part with that portion. Such a rule, if it existed, would be productive of the gravest inconvenience in a house of which the parts are separately leased. Moreover such a rule would enable the owner of a very limited interest in a small part only of a house to require that part to be left, although the removal of the portion necessary to be pulled down might render the rest of the house absolutely useless. The language of the Act itself does not support the argument. In *Teniers v. Vestry of St. Mary Abbots, Kensington* (*supra*) it was held that if only a small portion of the building was left, not actually required for the street, the owner would have no right to restrict the vestry to the portion intended for the street and to make the vestry pay compensation for severance. In the present case it is quite clear that the portion of the building which is necessary to be removed to lay the site of it into the street is so indissolubly linked with the whole fabric of the house that it cannot be removed without practically destroying the identity of the house as a house. Under the circumstances the defendants could not stop short of taking the whole: see *Gordon v. Vestry of St. Mary Abbots, Kensington* (1894, 2 Q. B. 754). No *malis fides* can be attributed to the adjudication of the defendants because before the date of the adjudication an arrangement had been come to with regard to the resale of so much of the site of the building as was not required for street widening. So far as the plaintiff's interest is concerned, this is subject to his right of pre-emption. I am quite satisfied that the real purpose of the defendants, the purpose for which their compulsory powers are being used—honestly and *bona fide*—is to acquire the whole building for the purpose alone of street widening. The action therefore fails, and is dismissed with costs.—COUNSEL, *Macmorran, K.C.*, and *Lyttelton Chubb*; *Eve, K.C.*, and *T. T. Methold*. SOLICITORS, *Mead & Sons*; *W. M. Blackland*.

[Reported by C. H. CARMER NOAD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

WORTHINGTON v. KYME. Div. Court. 2nd August.

FOOD AND DRUGS ACTS—ADULTERATED MILK—INSPECTOR OF NUISANCES, POWER TO TAKE PROCEEDINGS—LOCAL AUTHORITY—ANALYST—SALE OF FOOD AND DRUGS ACTS, 1875 (38 & 39 VICT. c. 63), ss. 6, 10, 11, 12, 13, 14, 20, 26; 1899 (62 & 63 VICT. c. 51), ss. 3, 25, 28—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), s. 39.

Case stated by justices of peace for the East Riding of the County of York, under the Summary Jurisdiction Acts. On the 10th of September an information was preferred by the appellant, an inspector of nuisances for

the borough of Bridlington, under 38 & 39 Vict. c. 63, s. 6, against the respondent, for that on the 4th of August, 1904, he, the said appellant, did demand from the respondent as and for sale to him a certain article of food, to wit, new milk, and that the respondent then and there did unlawfully and wilfully sell to him and to his prejudice as and for such article of food which was not of the nature, substance, and quality of food so demanded by the said appellant as such purchaser. The following facts appear from the case: The inspector was duly appointed by the Town Council of Bridlington and the sample had been taken by him at the direction of the said council, who defrayed the cost of the analysis duly made by the public analyst appointed by the County Council of the East Riding of Yorkshire; that Bridlington is a small incorporated borough not having a separate court of quarter sessions or a separate police establishment; that the town council had not power to appoint an analyst for the purposes of the Sale of Food and Drugs Acts, and no such analyst was appointed; that the appellant had been instructed by the council to take proceedings, and that the town clerk appeared on behalf of the council to conduct the prosecution. At the hearing the justices refused to fully hear and determine the case and dismissed the summons, and they based their action on the following grounds: (1) The proceedings were as a matter of fact taken by the town council; (2) the said council not being one of the authorities referred to in section 10 of the Sale of Food and Drugs Act, 1875, and the charter of incorporation of the said borough providing as follows: "The council of the borough shall not exercise any of the powers or duties or be subject to the liabilities of the Acts relating to the police force or other matters mentioned in section 39 of the Local Government Act, 1888, but all the powers, duties, and liabilities in respect of such matters shall be exercised by and attach to the county council of the administrative county of the East Riding of Yorkshire, and the area of the said borough shall for all purposes of the Acts relating to the county police force or other matters mentioned in the said section form part of the county in like manner as if it were not a borough," such council was not a local authority authorized to appoint an analyst for the purposes of the Sale of Food and Drugs Acts, and consequently not a local authority as defined by section 25 of the Sale of Food and Drugs Act, 1899; (3) that the said council was not a local authority entrusted with the execution of the Acts, and it was not their duty to put such Acts into force and to direct its officers to procure samples as provided by section 3 of the Sale of Food and Drugs Act, 1899, and pay the costs thereof and of the analysis; (4) that in consequence the appellant could not under the direction and at the cost of the said town council procure such samples of food and submit the same to be analyzed and subsequently under such direction and at such cost and on behalf of the said council institute the said proceedings. Counsel for the respondent submitted that the magistrates were correct in refusing to hear and determine the case, having first come to the conclusion that the town council had no powers under the Acts. Section 26 of the 1875 Act provides that any fine imposed shall be allocated to the fund to which the fines are allocated in the general case, when the prosecution is conducted by an individual, but when it is conducted by an authority within the meaning of the Acts then it shall be allocated to such authority to defray the expenses of the working of the Acts. Hence, before the magistrates could draw up an order they must determine the capacity in which proceedings are taken.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and RIDLEY, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J., said that the magistrates had full jurisdiction to hear and determine the case. It did not depend upon whether any body could prosecute as an authority within the meaning of the Act or not. The only distinction there, is where the fine is to actually go in the event of a conviction. If section 26 is relied on, even then the case is covered by the second provision.

LAWRENCE and RIDLEY, JJ., concurred.—COUNSEL, *Macmorran*, K.C., and *Bonney*; *Avory*, K.C., and *E. W. Walker*. SOLICITORS, *Neve, Beck, & Kirby*, for *A. E. Mattheuman*, Bridlington; *Beckett, Stunt, & Nash*, for *J. R. Proctor*, Beverley.

[Reported by MAURICE N. DRUQUER, Esq., Barrister-at-Law.]

LONDON COUNTY COUNCIL v. SCHEVZIK. Div. Court. 5th August.

LONDON COUNTY—PROJECTION BEYOND GENERAL LINE OF BUILDING—LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CXXIII.), s. 73, SUB-SECTION 8.

This was an appeal by the London County Council from the decision of the metropolitan police magistrate at the Stepney Police-court, that the respondent had not erected a structure beyond the general line of buildings without the consent of the London County Council, and that he had not unlawfully extended a projection beyond the general line of buildings contrary to section 73 (8) of the London Building Act, 1894. The facts of the case are as follows: The respondent is the proprietor of premises situate at 86A, Birch-street, and known as the Russian Vapour Baths, and the alleged structure or projection put up by him consisted of an iron framework filled in on the front and sides with leaded glass and covered with zinc, and was about 10 feet 6 inches high from the bottom to the top of the gable and came forward about 4 feet 9 inches from the front wall of the building, the bottom being about 11 feet above the pavement. There were letters on the glass of the alleged structure or projection forming on the front the words "The Russian Vapour Baths," and on the side "Vapour Baths," indicating the position of the said baths, and these were made visible at night by means of about twenty electric lights. The alleged structure or projection was beyond the general line of buildings as defined by the superintending architect, and was erected without the consent in writing of the appellants. It was fixed to the front of the building by means of six bolts at the bottom and two sky rods at the top, which later went through the wall. For the appellants

it was contended that the respondent had put up a projection within the meaning of section 73 of the London Building Act, 1894. *Hall v. London County Council* (47 W. R. 376; 1901, 1 K. B. 580) was distinguishable. For the respondent it was contended that the case was covered by the above case of *Hall v. London County Council*.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and RIDLEY, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J.—I don't desire to withdraw anything I have said as to *Hall v. London County Council* not being a satisfactory decision, but I desire to repeat what I have said on former occasions, that it is of great importance that there should be uniformity of decision in this court. That being so, I do not think we can fairly distinguish this case from *Hall v. London County Council*, and this appeal must be therefore dismissed.—COUNSEL, *Avory*, K.C., and *Daddy*; *Danckwerts*, K.C., and *Bingley*. SOLICITORS, *W. A. Blaxland*;

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

SYMONS v. BAKER. Div. Court. 5th August.

SHIPPING—LIABILITY OF KING'S SHIPS TO PAY PILOTAGE DUES—PERSONAL LIABILITY OF MASTER OF SHIP—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. C. 6), s. 741.

This was a special case stated by the stipendiary magistrate of Cardiff, and raised an interesting question as to the liability of the King's ships to pay pilotage dues. The facts of the case are as follows: A complaint was preferred against Henry Symons for the recovery of £4 4s. for the pilotage of a steamship known as *The Kharki* by the respondent, and judgment was given in his favour for the amount claimed. *The Kharki* was a coal vessel owned by his Majesty's Government. She was a collier exclusively engaged in going backwards and forwards to various ports, carrying coal for the Navy. She flew the Devonport Dockyard flag, but not the Navy flag, and carried no guns. She was not registered under the Merchant Shipping Act, 1894, but had been surveyed by the Board of Trade, and appeared in the Navy List under the heading "List of small steam vessels, tugs, &c., employed on harbour service." The appellant held a Board of Trade certificate as master mariner, and was employed by the Devonport Dockyard authorities as master of *The Kharki*. He was not an officer of the Royal Navy. The respondent is a licensed pilot for Cardiff, and piloted *The Kharki* on four occasions. On the 20th of May, 1904, the respondent made a demand in writing as provided by section 591 of the Merchant Shipping Act, 1894, for payment of the dues. The appellant failed to comply with the demand. Section 741 of the Merchant Shipping Act provided: "This Act shall not, except when specially provided, apply to ships belonging to his Majesty." On behalf of the appellant it was contended that the ship being the property of his Majesty was protected by section 741 of the Merchant Shipping Act. The master was merely the agent of the Crown. Counsel cited *The Cybele* (26 W. R. 345, 3 P. D. 8) and *The Woolang* (1 P. D. 260). On behalf of the respondent it was admitted that the ship was the property of his Majesty, but having regard to the language of the Bristol Channel Pilotage Act it was contended that the ship was liable to dues. It was also contended that the appellant as master was personally liable for the pilotage dues.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and RIDLEY, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J.—The point which seems to have weighed with the magistrate, that this was not a King's vessel because the particular services upon which this ship was engaged were what I may call commercial purposes, cannot be maintained. I think the facts show that *The Kharki* was employed as a coal tender taking coal to the ships of his Majesty's Navy, and was therefore clearly a King's ship and within the words of section 741 of the Merchant Shipping Act, 1894. This conviction can therefore only be supported on the ground either that a King's ship was liable to pilotage dues under the Bristol Channel Pilotage Act or on the ground that the master of any ship is liable to pay the charge fixed for pilotage if he chooses to employ a pilot. I think that the language of the Act is not strong enough to make a King's ship liable to pay the scale of pilotage fees fixed by the bye-laws made under that Act. I am of opinion, therefore, that the Bristol Channel Act and the Merchant Shipping Act are not binding upon the Crown for the purpose of creating a debt by the Crown in respect of services rendered. Upon the other point I do not think that the master can be held liable because he ordered the pilotage. He was the master of the King's ship, and he acted as a master on behalf of the Crown. He was an agent in the ordinary sense, and unless it was intended that the obligation should be an ordinary one the contention falls to the ground.—COUNSEL, *Sir R. B. Finlay*, A.G., and *Mills*; *Pickford*, K.C., and *Hurran*. SOLICITORS, *Solicitor to the Board of Trade*; *Cohen*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

An account has been published shewing the receipts and expenditure in respect of the High Court of Justice and the Court of Appeal during the year ended the 31st of March. The total receipts for the year amounted to £511,655 18s. 8d., compared with £508,121 13s. for last year, being an increase of £7,498 14s. 2d., or a net increase, after deducting £3,534 8s. 6d. representing a decrease in the amount of dividends and interest and miscellaneous receipts, of £3,534 5s. 8d. The total expenditure for the year amounted to £627,857 16s. 8d., compared with £622,877 4s. 6d. for last year, being an increase of £7,349 1s. 1d., or a net increase, after various deductions, of £4,980 12s. 2d. The return specifies the salaries of judges (including salary of Lord Chancellor, £6,000 per annum) and retiring annuities of judges, £178,851 2s. 8d.; salaries of officers, judges' clerks, &c., £242,980 17s. 1d.

Legal News.

Appointments.

Mr. J. S. DUGDALE, K.C., Recorder of Birmingham, has been appointed Chancellor of the new Bishopric of Birmingham.

Mr. J. B. CLARKE, J.P., solicitor, of the firm of Messrs. J. B. Clarke & Co., has been appointed Registrar of the Diocese of Birmingham and Registrar of the newly-formed Archdeaconry of Birmingham.

Mr. E. MILNER-JONES has been appointed Recorder of Carmarthen, in the place of Mr. Arthur Lewis, resigned, on appointment to be Stipendiary Magistrate at Pontypridd.

Mr. PERCIVAL CLARKE, barrister-at-law, has been appointed one of the Counsel to the Board of Trade in Bankruptcy and Companies Winding-up Cases, in succession to Mr. Guy Stephenson, who resigned on being appointed Assistant Solicitor to the Treasury recently. Mr. Clarke is the son of Sir Edward Clarke, K.C.

Changes in Partnerships.

Dissolutions.

JOSEPH HARRIS, FREDERICK RAYMOND BARBER LINDSELL, and HARRY LEONARD HARRIS, solicitors (Nicholls, Harris, & Lindsell), Altrincham and Manchester. Dec. 31. The said Frederick Raymond Barber Lindsell and Harry Leonard Harris will in future carry on the said business under the style or firm of Nicholls, Lindsell, & Harris. [Gazette, Aug. 11.]

General.

The *Albany Law Journal* chronicles the attainment of ninety years of age by Judge Charles Field, of Athol, Mass., who is said to be the oldest judge in the country in active judicial service. He holds court at Athol and Gardner several days each week.

On the 11th inst. the Royal Assent was given to the following Acts: Consolidated Fund (Appropriation), Churches (Scotland), Aliens, Medical Act (1886) Amendment, Unemployed Workmen, East India Loans (Railways), Naval Works, Expiring Laws Continuance, Public Works Loans, Trade-Marks, and Isle of Man (Customs), and to a large number of private Bills.

The criminal process in the *Bonmartini* case ended at Turin on the 11th inst. It began in October, 1904, and, says the *Daily Mail*, over 400 witnesses were examined, and the correspondence which passed between the accused and was seized by the police filled thirty-five folio volumes. The crime of which these people were adjudged guilty was committed, says the *Evening Standard*, exactly three years ago, in August, 1902. For three years, or close upon it, they have been in prison, dragged out at intervals for preliminary examinations, and sent back again for another long and heart-devouring wait. And now they are sentenced to terms of solitary confinement—two of the men to thirty years' each, the countess and her alleged lover to ten years', and a maid to seven years'. Those who know what solitary confinement under the Italian régime means will realize how infinitely less merciful than death are such sentences as these. We are a brutal nation, we English, because we send women to execution. But we do not torture women like this, nor men either.

The decision of the Court of Appeals in the case of Albert T. Patrick, accused of the poisoning of Millionaire Rice in 1900, that the conviction must stand, is being sharply criticized, says the *Albany Law Journal*, for the reason that the result was reached by the close vote of four to three. Judge O'Brien writes a dissenting opinion in which Judges Vann and Cullen concur, in which he unequivocally declares that the accused did not have a fair and impartial trial; that there has been a disregard of the fundamental principle of the common law that before anyone can be convicted of murder or manslaughter it must be clearly proved that the death of a human being was feloniously accomplished. Absolute unanimity in the highest court is, of course, not provided for by law, but it would seem that where so much real doubt exists as is found in this case the execution of the sentence would be little short of judicial murder. Public sentiment would hardly sustain the carrying out of the death penalty under such conditions. As for the accused himself, he boldly declares that he is not willing to ask or accept a reprieve from the executive, but that he only desires further delay in order to permit the Supreme Court of the United States to review the proceedings had. Patrick has made a gallant fight for life, and, notwithstanding the decision of the Court of Appeals, the end is not yet.

At the rising of Court of Appeal No. 1 for the Long Vacation the Master of the Rolls said that he desired to make some remarks with regard to the state of business in this division of the court. They had not attempted to deal with the final list during the present sittings. The final list was not in such a forward condition as he could wish it to be, but he did not think its condition was such as to give any cause for anxiety. They had dealt with all the causes in that list which had been entered up to six months ago, with the exception of a few earlier ones which had for some reason or other survived. They thought it better in this division to deal continually, as far as possible, with one particular list, rather than to take each list alternately for short periods. During these sittings they had concentrated their attention almost entirely on the new trial paper, which contained that part of the business which it was most important to deal with

as quickly as possible. They had disposed of all the applications for new trials which were down for hearing at the beginning of the term, and some others; in fact, all that had been entered up to the 22nd of June. On the whole the number of cases which had not been reached in both lists was not so large as at this time last year. He desired to add that they could not have attained this result without the assistance of the other division of the court, who had helped them earlier in the year in disposing of cases in the final list.

"Solicitors," writing to the *Westminster Gazette*, on "Unclaimed Property," says: "If the Chancellor of the Exchequer is looking out for new sources of revenue he might well direct his attention to the unclaimed property in the hands of companies, bankers, auctioneers, and other persons, some of whom show no anxiety to discover the true owners. A case has recently come before us which we think may interest the public. A testator died in the year 1866, holding thirty shares in a well-known fire and life assurance company. Twenty of these shares were sold by the executors. The remaining ten shares were entirely forgotten. The executors' names and addresses were registered in the company's books, and the dividends accruing upon the shares were, in the words of the secretary, 'held in suspense since Mr. ———'s death, in accordance with the company's articles.' No intimation was sent to the executors that the dividends were accruing and were unclaimed. It seems to have been thought sufficient, as we are informed by the company's solicitors, 'that the dividends were declared at the annual general court, notices of which and of the declaration of the dividends were advertised in the public Press.' In the year 1904 the executors received a letter from the solicitors of a company whose business it is to trace dormant funds, stating that if the executors would agree to pay to the company 50 per cent. of any sum which might be recovered, information would be given which would probably lead to the recovery of unclaimed funds belonging to the testator's estate. This communication was put into our hands, and we at once proceeded to examine the testator's and executor's papers, to discover whether any of the estate was outstanding. After prolonged search, and incurring considerable expense—the business having come into our hands long after the testator's death—we succeeded in tracing the missing shares. The assurance company made them over in due course, and the arrears of dividends were paid; but the company wholly declined to pay anything on account of interest on the dividends during the thirty-eight years since the testator's death. It would be easy for the Chancellor of the Exchequer to obtain Parliamentary powers to call upon every company, bank, firm of auctioneers, &c., to make a return of all property which for a certain number of years has remained unclaimed, and to require that it should be handed over to the State, subject, of course, to the claims of the persons entitled."

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, AND SHARES.

MORRIS, H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 798) of the above interests at the Mart, E.C., on Thursday last, when the following were sold at the prices named:—

REVERSIONS:									
To One-fifth of £1,610 4s.	...	...	...	...	...	...	Sold	165	0 0
To One-eighth of £2,000	...	...	...	...	...	...	...	150	0 0
POLICIES:—									
For £3,500	...	...	...	...	...	...	...	2,800	0 0
For £238 12s.	...	...	...	...	...	...	...	175	0 0
ENDOWMENT POLICIES for £250									
SHARES in United Cigarette Machine Co. (Limited)	...	...	...	...	...	...	...	170	0 0
	...	...	...	...	...	...	...	472	4 0

Winding-up Notices.

London Gazette.—FRIDAY, AUG. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- A D BARNETT, LIMITED—Creditors are required, on or before Sept 21, to send their names and addresses to Charles Howell Hovey, 1 and 2, Gt Winchester st.
- B PERKINS & SON, LIMITED—Creditors are required, on or before Sept 11, to send their names and addresses, and the particulars of their debts or claims, to Wm Charles Walters, 179, Bermondsey st.
- GALAX MILK PRODUCTS, LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to John Henry Marks, 118, Fenchurch st. Stokes, Leadenhall st, solicitor for liquidator.
- IMPROVED ELECTRIC GLOW LAMP CO. LIMITED—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Sydney Wiltshire, 19, St. Dunstan's hill, Gt Tower st. Gresnip & Co, George st, Mansion House, solicitors for liquidator.
- N A G AUTOMOBILE CO OF GREAT BRITAIN AND IRELAND, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Walter D. Gosly, 110, Cannon st. Worthington & Co, solicitors for liquidator.

London Gazette.—TUESDAY, AUG. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- ERNEST BERTHOE, LIMITED—Petn for winding up, presented Aug 9, directed to be heard Aug 23. Benjamin Coleman st, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 22.
- MOUNTAIN ASH AND ABERDARE VALLEY AERATED WATER BOTTLING AND LIVERY STABLES CO. LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to John Christopher, Brynhyfryd, Allen st, Mountain Ash.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 4.

HOOPER, SAMUEL, Hatherleigh, Devon, Surveyor Sept 30 Hooper v Hooper, Swinfen Eady, J. Hewitt, Walbrook

London Gazette.—FRIDAY, Aug. 11.

BARNARD, JOHN, Epsom Sept 30 Barnard v Hill, Farwell, J. Hepburn, Westbourne grove Booth, SAMUEL BARKER, Gray's inn sq, Solicitor Oct 2 Coni & Co v Booth, Kekewich, J. Cook, Serjeants' inn, Fleet st

London Gazette.—TUESDAY, Aug. 15.

DODD, GRANTHAM ROBERT, New Broad st, Solicitor Oct 1 Dodd v Dodd, Swinfen Eady, J. Thatcher, Essex st, Strand
 DOWNER, ANN, Aston, Warwick Sept 16 Oxford v Shakespeare, Joyce, J. Shakespeare & Co, Birmingham
 GOODACRE, ROBERT JOHNSON, Leicester, Architect Sept 30 Towers v Goodacre, Farwell and Swinfen Eady, J. J. Simpson, Leicester
 HUTCHINSON, THOMAS, Eggleston Hall, Durham Sept 30 Aude v Hutchinson, Buckley and Warrington, J. J. Few, Surrey st, Strand
 INWOOD, CHARLES JAMES, Brighton Sept 30 Freeman v Inwood, Kekewich, J. Carter, Chancery ln

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 11.

ADAMS, JOHN, Gt Grimsby Oct 1 Wainwright, Gt Grimsby
 ANDERSON, JOHN FREDERICK, Maidenhead Sept 11 Weed & Mason, Maidenhead
 BARLOW, MARY ANN, Macclesfield Sept 16 May & Son, Macclesfield
 BROWN, RICHARD, Lincoln, Grocer Sept 4 Hebb & Sills, Lincoln
 BURNOWS, JOHN NORRIS, Park st, Southwark, Gas Engineer Sept 18 Farlow & Jackson, Fenchurch st
 CARE, WILLIAM, Retford Oct 31 Mee & Co, Retford
 CARTER, JAMES HERBERT, Blackpool, Butcher Sept 15 Woodall, Blackpool
 CROAG, CAPT B P, Rathpore clark, co Galway Sept 1 C V Croag, Charlton rd, Blackheath
 CHIFFER, RICHARD, West Smithfield, Basket Manufacturer Sept 12 Gibbs & Co, Eastcheap
 CROFT, MATILDA, Richmond, Surrey Oct 31 Mee & Co, Retford
 DENTON, MARY ANNE ELIZABETH, Ashby de la Zouch, Leicester Sept 18 Smith & Co, Ashby de la Zouch
 DIXON, ELLER, Ayr, Halifax Sept 14 Longbotham & Sons, Halifax
 DORRIS, ANNE, Birkdale, Aug 30 Tebbay & Lynch, Liverpool
 DOUGLAS, JOHN, Handsworth Oct 10 Parr & Co, Birmingham
 HALL, JOSHUA JOHN EDMUND, Birmingham, Licensed Victualler Sept 12 Mitchell, Birmingham
 HALL, SARAH, Birmingham, Licensed Victualler Sept 12 Mitchell, Birmingham
 HARTLEY, WILLIAM, Accrington Sept 30 Bunting, Accrington
 HATCHMAN, BENJAMIN, Tavistock pl, Kenal Green, Wood Turner Sept 8 Welman & Sons, Westbourne grove
 HAYTON, JOHN DANIEL, Upper Tulse hill, Surveyor Sept 22 Pennington & Son, Lincoln's inn fields
 HEAD, ALBERT WILLIAM, Southsea, China Merchant Sept 14 Pink, Portsmouth
 HESLOP, GREGORY, Victoria st Sept 6 Bomer, Bucklersbury
 JONES, EDWARD, Rhyll, Flint, Labourer Sept 18 Pierce-Lewis, Rhyll
 JONES, HANNAH, Rhyll, Flint Sept 18 Pierce-Lewis, Rhyll
 LLOYD, EMILY, Redland, Bristol Sept 22 Trappnell, Bristol
 LOST, ALBERT HAZLEWOOD, Helouan, Egypt Sept 14 Giddard & Co, St Michael's alley, Cornhill
 LEARD, LUCIA ANNIE, Montagu pl, Montagu sq Sept 12 Freshfields, Old Jewry

Bankruptcy Notices.

London Gazette.—FRIDAY, Aug. 11.

RECEIVING ORDERS.

ADAMS, ROBERT CHARLES, Kingston upon Hull, Hosier Kingston upon Hull Pet Aug 8 Ord Aug 8
 AGRA, JOHN HERBERT, Swinton, York, Carter Sheffield Pet Aug 8 Ord Aug 8
 ANDERSON, FRED, Weaverthorpe, Yorks, Farmer Scarborough Pet Aug 8 Ord Aug 8
 ANDERSON, THOMAS, Woodford Green, Essex High Court Pet July 4 Ord Aug 8
 BAIRDIDGE, FRANCIS JOHN, Bishopgate st Without, Produce Merchant High Court Pet July 3 Ord Aug 8
 BAIRDIDGE, JOSEPH WALTER, Burton, Coach Proprietor Stockport Pet Aug 8 Ord Aug 8
 BENILEY, FRANK D, Basinghall st High Court Pet May 4 Ord Aug 8
 BRADLEY-ARMITAGE, ERNEST, Canterbury, Cycle Agent Canterbury Pet Aug 8 Ord Aug 8
 BRAND, E. B, Salisbury House, London wall High Court Pet July 19 Ord Aug 8
 COOKE, HENRY JOHN, Southsea, Veterinary Surgeon Portsmouth Pet July 22 Ord Aug 9
 CONRAD, UNIAH ROBERT, Worcester, Draper Worcester Pet Aug 9 Ord Aug 9
 CROOKER, GEORGE, Brixton, Chemist High Court Pet July 17 Ord Aug 8
 CROHILL, THOMAS FRANCIS RICHMOND, Richmond, Surrey, Restaurant Keeper Wandsworth Pet Aug 8 Ord Aug 8
 CROHILL, GEORGE HERBERT, Kingston upon Hull Kingston upon Hull Pet Aug 9 Ord Aug 9
 DAVIDSON, MARY JANE, Aston, Warwick, Butcher Birmingham Pet July 21 Ord Aug 8
 DEWBERT, HENRY, Farnworth, Lancs, Labourer Bolton Pet Aug 8 Ord Aug 8
 ELLIS, DAVID ROBERTS, Bangor, House Painter Bangor Pet Aug 5 Ord Aug 5
 EDDY, DAVID, Cambridge gdns, Ladbroke grove, Draper High Court Pet July 15 Ord Aug 4
 EVANS, HOWLAND THOMAS, Charing Cross rd, Grocer High Court Pet June 29 Ord July 22

FIELDING, EDWARD, jun, Birmingham, Builder Birmingham Pet Aug 8 Ord Aug 8
 FISHER, CLARE, Epsom, nr Barnsley, Joiner Barnsley Pet Aug 8 Ord Aug 8
 FOSTER, ERNEST CHRISTOPHER, Surbiton, Surrey, Ladies' Tailor Kingston, Surrey Pet Aug 5 Ord Aug 5
 FOWLER, FRANK, Kentishmore, Devon, Dairyman Exeter Pet Aug 4 Ord Aug 4
 FRIEZE, ADA MARIE, Portland rd, Holland Park High Court Pet July 20 Ord Aug 5
 GRIFFITHS, ARTHUR EDWARD, Llandrindod Wells, Draper Newtown Pet Aug 5 Ord Aug 5
 HERN, ALBERT, Queen Victoria st, Managing Director High Court Pet July 20 Ord Aug 4
 HURRELL, JOHN, jun, Darlington, Shoemaker Stockton on Tees Pet Aug 4 Ord Aug 4
 JEFFERY, JOSEPH, Cosby, Leicester, Plasterer Leicester Pet Aug 9 Ord Aug 9
 KEWELL, WILLIAM CHARLES JAMES, Southsea, Grocer Portsmouth Pet Aug 8 Ord Aug 8
 MARSH, JOHN STAFFORD, Fulham High Court Pet July 5 Ord Aug 9
 MORGAN, THOMAS WILLIAMS, Cwmgiedd, Ystradgynlais, Butcher Neath Pet Aug 9 Ord Aug 9
 MORRIS, JOE SHUFFLEBOTTOM, Tottenham, Journalist High Court Pet July 19 Ord Aug 9
 NEW, LOT, Bengeworth, Evesham, Labourer Worcester Pet Aug 9 Ord Aug 9
 NEWTON, JOHN THOMAS, Exeter, Butcher Exeter Pet Aug 2 Ord Aug 2
 OSTLER, FREDERICK, Guildford, Cycle Agent Guildford Pet Aug 5 Ord Aug 5
 PADGETT, HERBERT H, Southport, Lancaster Liverpool Pet July 22 Ord Aug 9
 PAGE, HARRY, Wokingham, Bedford, Butcher Bedford Pet Aug 9 Ord Aug 9
 POITER, DAVID GEORGE, Derby, Commission Agent Derby Pet Aug 9 Ord Aug 9
 QUINNEY, THOMAS, Halifax, Baker Halifax Pet Aug 5 Ord Aug 5
 RATOLIFF, ALBERT EDMUND, Leamington Warwick Pet Aug 5 Ord Aug 5
 REDGRAVE, EDWARD BUTLER, Bedford, Upholsterer Bedford Pet Aug 8 Ord Aug 8
 ROUTLEDGE, CECIL OTTO, Cannon st, Traveller High Court Pet April 6 Ord June 27

SMITH, GEORGE, Ilkeston, Warp Hand Derby Pet Aug 4 Ord Aug 4
 SMITH, WILLIAM, Huddersfield, Insurance Agent Huddersfield Pet Aug 9 Ord Aug 9
 THOMAS, THOMAS, Cardiff, Brass Founder Cardiff Pet Aug 8 Ord Aug 8
 TISSLEY, WILLIAM, Birkdale, Grocer Liverpool Pet July 14 Ord Aug 8
 WILKINS, GEORGE HENRY, Weston super Mare, Surveyor Bristol Pet Aug 9 Ord Aug 9
 WILTON, JOHN RICHARD, and ARTHUR SHAW BRUNDILL, Kilburn, Fancy Drapers High Court Pet Aug 9 Ord Aug 9
 WOODFORD, THOMAS HALL, Mere, Wilts, Relieving Officer Salisbury Pet Aug 5 Ord Aug 5
 WOODHEAD, JOHN, Blackpool, Cabinet Maker Preston Pet Aug 9 Ord Aug 9
 WORSLEY, JOHN STAPLETON, Seaton Carrow, nr West Hartlepool, Insurance Agent Sunderland Pet Aug 5 Ord Aug 5
 WREFF, FREDERICK WILLIAM, Exminster, Devon, Dairyman Exeter Pet Aug 5 Ord Aug 5

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

JAMES, CHARLES THOMAS CLEMENT, Charing Cross Court of Appeal Rec Ord June 2 Resc and Dis Aug 4

FIRST MEETINGS.

ANDERSON, THOMAS, Woodford Green, Essex Aug 24 at 1 Bankruptcy bldg, Carey st
 BAIRDIDGE, FRANCIS JOHN, Bishopgate st Without, Produce Merchant Aug 25 at 12 Bankruptcy bldg, Carey st
 BATES, ALFRED, Whitstable, Kent, Cycle Dealer Aug 19 at 10 Off Rec, 85, Castle st, Carey st
 BENTLEY, FRANK D, Portland House, Basinghall st Aug 24 at 12 Bankruptcy bldg, Carey st
 BRAND, E. B, London wall Aug 25 at 11 Bankruptcy bldg, Carey st
 BUTTON, ARTHUR, Carlton, Notts, Draper Aug 21 at 3 Off Rec, 4, Castle st, Park st, Nottingham
 CROOKER, GEORGE, Brixton, Chemist Aug 25 at 1 Bankruptcy bldg, Carey st
 CROOKFORD, BRITANNUS, Accrington, Manservant Aug 25 at 11.30 Court House, Burnley

McMAHON, PATRICK, New Jersey, USA Sept 18 Russell & Co, Norfolk st, Strand
 MILBRED, FREDERIC, Upper Addison gdns, Kensington Sept 29 Dawes & Sons, Angel
 MORGAN, MORGAN, Hirwain, Glam Sept 5 Evans, Aberdare
 OLIVER, WILLIAM HENDERSON, Cherry Hill, York, Mercantile Clerk Sept 16 Holthby & Procter, York
 PARSONS, ANNE JANE, Blackheath Sept 29 Saw & Sons, Queen Victoria st
 PEART, HENRY, Worle, Somerset Sept 14 Green-Armistage, Bristol
 PUGH, SARAH JANE, Baschurch, Salop Sept 23 Sprott & Morris, Shewsbury
 SARGENT, ARTHUR THOMAS, Norton, Derby Sept 18 Pre-Smith & Barker, Sheffield
 SMITH, NANCY, Bury, Lancs Sept 18 Woodcock & Sons, Bury
 SMITH, WILLIAM, Sandylton, Tunstall, Farmer Sept 9 Hollingshead, Tunstall
 STANFIELD, BARKER, South shore, Blackpool Sept 16 Callia, Blackpool
 TAYLOR, JAMES PHILLIPOTT, Cardiff Sept 10 Stephens, Cardiff
 TOWGOOD, MARY PHILIPS, Highgate Sept 15 Sharpe & Co, New st, Carey st
 WALL, THOMAS, Droitwich, Worcester, Farmer Sept 11 Thomas & Co, Birmingham
 WEBBER, HERBERT, Exeter Sept 12 Friend & Sarbet, Exeter
 WELLS, RAINOLD, Twyford, Berks, Civil Engineer Nov 6 Ley & Co, Carey st
 WHITEHEAD, JOHN, Hulme, Manchester, Saddler Sept 1 Preston & Smith, Manchester
 WILLEY, JOHN THOMAS EDWARD, Heavitree, Devon Aug 24 Petherick & Sons, Exeter

London Gazette.—TUESDAY, Aug. 15.

ADAMS, ROBERT LAWSON, Nelson, Lancaster, Licensed Victualler Sept 18 Mossop, Burnley
 ALFORD, SIR EDWARD FLEET, The Boltons, South Kensington Sept 26 Stephenson & Co, Lombard st
 ARCHER, EDITH GERTRUDE, Heaton Moor, nr Stockport Sept 20 Bond & Son, Manchester
 BATHORPE, SUSANNAH, Heapham Sept 9 Robbs & Bell, Gainsborough
 BLUNT, MUNIE, Doughty st Nov 1 Bodman, Barking, Essex
 BOOTLAND, THOMAS, Sutton upon Derwent, York, Innkeeper Sept 23 Crombie & Sons, York
 BOWDEN, CHARLES, Poynton, Chester July 12 Bindloss & Knowles, Manchester
 CHARNOCK, RICHARD STEVEN, Millman st, Bedford row Sept 29 Edwards & Co, Lawrence ln, Cheshire
 CLARKE, SAMUEL, Avenue rd, Regent's Park Sept 15 Wilson & Co, Copthall bldg
 CULLOW, ADELIN GODWIN, Liverpool Sept 12 Clarke & Co, Birmingham
 COOK, JOHN, Witham, Essex Sept 29 Blood, Witham
 COOPER, WALTER HARRY, Brighton, Commission Agent Sept 23 Rose-Innes & Co, Billiter sq bldg
 DOGO, FREDERIC, West Didbury, Tea Merchant Sept 23 Cooper, Manchester
 FINNIE, HANNAH, Malvern Wells, Worcester Oct 21 Barlow, Malvern
 FIRTH, NANCY, Hyde, Chester Aug 21 Smith & Brooks, Stockport
 GRAY, GEORGE ENGLEHART, Southampton Oct 2 Hallett & Martin, Southampton
 HATHAWAY, ELIZABETH, Redland, Bristol Sept 12 Gouldsmith & Gribble, Bristol
 HENRY, ROBERT, Abbots Langley, Herts Nov 1 Haigh, Coleman st
 HENFIELD, CHARLES, Penshurst, Kent, Butler Sept 8 Bus, Tunbridge Wells
 KUSHNER, HENRIETTA, Sinclair rd, Kensington Sept 15 Ball & Bull, King st, Hammer-smith
 LEACH, HENRY PENDERTON, Wetherby gdns, South Kensington, Solicitor Oct 10 Weir & Co, London wall
 LINES, FRANCIS, St Pauls-walden, Hertford, Farmer Aug 31 Pasingham, Hitchin
 LIMEBURY, FRANK, Newcastle upon Tyne, Milk Seller Aug 23 Baby, Newcastle, Staffs
 OWEN, MARY, Redland, Bristol Sept 12 Gouldsmith & Gribble, Bristol
 PICKERING, GEORGINA, Kingston on Thames Oct 14 Fox, Kingston on Thames
 QUILLER, EDWARD FREDERICK, Savile row Sept 20 Young & Co, Laurence Pountney hill
 REYTON, SYLVIA MARY FLORENCE, Hyde Park gdns Oct 1 Payne, Budge row
 ROBINS, CHARLES, Cheltenham Sept 14 Lamb, Cheltenham
 ROWBOTTOM, ALFRED HENRY, Heaton Chapel, nr Stockport, Cigar Manufacturer Sept 12 Brownsword, Manchester
 SEAL, HARRY, Northampton Sept 30 Sewell & Maughan, Lancaster pl, Strand
 SMITH, HENRY CHARLES, Walsall Oct 12 Evans, Walsall
 SWAIN, RICHARD MARK, Canterbury, Baker Oct 9 Mowll & Mowll, Canterbury
 THAMES, THOMAS, Hassall, Farmer Sept 24 Bygott & Sons, Sudbuck, Cheshire
 THORP, HARRIET, Chilton Sept 29 Stead & Stead, Sudbury, Suffolk
 WADE, MARY, Brighouse, York Sept 15 Jubb & Co, Halifax
 WALTHAM, GEORGE, Chorlton cum Hardy, nr Manchester Oct 16 Jones, Queen Victoria st
 WEST, MARTHA, Birmingham Sept 8 Baker, Birmingham
 WHITAKER, LAST SAMUEL, Aylsham, Norfolk, Watchmaker Sept 19 Stevens & Co, Norwich

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DEWINTER, HENRY, Farnworth, nr Bolton, Labourer Aug 22
& 23 8 19, Exchange st, Bolton
EDMOND, DAVID, Cambridge grds, Ladbrooke grove, Draper Aug 23 at 11 Off Rec, Bedford city blds, Carey st
FAYRE, W. H. Teddington Aug 22 at 11.30 24, Railway
 479, London Bridge
FOSE, FRANK, Kentsisabere, Devon, Dairyman Aug 23
 at 10.30 Off Rec, 9, Bedford circus, Exeter
GARR, ROBERT, Lower Broughton, Lancs, Grocer Aug 19
 at 11 Off a-bc, Byrom st, Manchester
HARD, ALBERT, Queen Victoria st, Managing Director Aug 24 at 11 Bankruptcy blds, Carey st
HOSKINS, WALTER, St Andrew sq, Lancs, Builder Aug 23
 at 9.30 2.30 Off Rec, Townhall chmbrs, Halifax
J. C. Upper Hamilton ter, Maids Vale, Horse Dealer Aug 23 at 11 Bankruptcy blds, Carey st
KING, GEORGE, Sengenydd, Glam, Painter Aug 21 at 3
 135, High st, Merthyr Tydfil
KING, WILLIAM, Brighton Aug 21 at 11 Off Rec, 4,
 Pavilion blds, Brighton
LAKESON, FRED, 1, Foulton's sq, Chelsea Aug 21 at 12
 Bankruptcy blds, Carey st
LAWSON, ARTHUR, Dover, General Dealer Aug 19 at 10.30
 Off Rec, 68, Castle st, Canterbury
LEONARD, CHARLES D. George st, Hanover sq, Jeweller Aug 23 at 1
 Bankruptcy blds, Carey st
MAVORS, FRANCES HENFIELD, Guildford st, Russell sq Aug 21 at 11
 Bankruptcy blds, Carey st
MENAGH, JOHN, Dover, Mineral Water Manufacturer Aug 19 at 11 Off Rec, 68, Castle st, Canterbury
MENDEL, JOHN WILLIAM, Ferry, West Norwood Aug 21 at 1
 Bankruptcy blds, Carey st
MUTTON, JOHN THOMAS, Exeter, Butcher Aug 31 at 10.30
 Off Rec, 9, Bedford circus, Exeter
NORTH, JOHN WILLIAM, Undercliffe, Bradford, Commission Agent Aug 22 at 3 Off Rec, 29, Tyrel st, Bradford
PHILLIPS & Co, J, London wall, Mining Engineers Aug 22 at 12
 Bankruptcy blds, Carey st
PIGOTT, JOSEPH ALAN, Rye, Lancaster, Pork Butcher Aug 23 at 11 Off Rec, Greaves st, Oldham
RICHERT, THOMAS, Halifax, Baker Aug 23 at 8.30 Off
 Rec, Townhall chmbrs, Halifax
SALFVILLE, ALBERT EDMUND, Leamington Aug 21 at 10.45
 Off Rec, 8, High st, Coventry
SAWINS, CHARLES E, Birmingham, Baker Aug 21 at 11
 131, Corporation st, Birmingham
SEWICK, GEORGE, Burton on Trent, Photographer Aug 19 at 11 Off Rec, 68, Castle st, Canterbury
**RICHARDSON, WILLIAM, and GEORGE RICHARDSON, Ponte
 fract, York, Fish Dealers Aug 21** at 11 Off Rec, 6,
 Bond ter, Wakefield
STEVENS, WILLIAM VILLIERS, Westgate on Sea, Kent Aug 19 at 12
 Off Rec, 68, Castle st, Canterbury
SWIN, JOHN, and WRIGHT TIMMIS, Fallowfield, Lancaster, Shoeing Smiths Aug 22 at 13 Off Rec, Greaves st,
 Oldham
TUCK, LEOPOLD, Pulney, Engineer Aug 22 at 1 Bank-
 ruptcy blds, Carey st
TURNER, AUSTIN, and JOSEPH CECIL, Leicester, Builders Aug 21 at 12
 Off Rec, 1, Berridge st, Leicester
WORMAN, GEORGE, Chiswick, Laundryman Aug 22 at 11
 Bankruptcy blds, Carey st
WEEK, FREDERICK WILLIAM, Exminster, Devon, Dairyman Aug 21 at 10.30
 Off Rec, 9, Bedford circus, Exeter

Amended notices substituted for those published in the London Gazette of Aug 8:

LL, THORNTON, South Shields, Bricklayer Aug 19 at 11
Off Rec. 30, Mosley st, Newcastle on Tyne
OWLES, WILLIAM PLENDERLEITH, Tweedmouth, North-
umberland, Licensed Victualler Aug 16 at 11.30 Off
Rec. 30, Mosley st, Newcastle on Tyne

ADJUDICATIONS

ADAMS, BOWEN CHARLES, Kingston upon Hull, Hosier
Kingston upon Hull Pet Aug 8 Ord Aug 8
AGGS, JOHN HENRY, Swinton, York, Carter Sheffield Pet
Agst Aug 8 Ord Aug 8
ANDERSON, FRED, Weworthorpe, Yorks, Farmer Scar-
borough Pet Aug 8 Ord Aug 8
BARBERIDGE, JOSEPH WALTER, Buxton, Coach Proprietor
Stockport Pet Aug 8 Ord Aug 8
BARRETT, SIDNEY, Ilford, Essex Chelmsford Pet March
94 Ord Aug 8
BESSELL, FRANK, Cheriton sq, Balham Wandsworth Pet
July 10 Ord Aug 8
BLOW, W.G, Cardiff, Stockbroker Cardiff Pet July 6 Ord
Aug 2
BORRER, WALTER CHARLES FRESHFIELD CLIFFORD,
Thames Ditton High Court Pet June 14 Ord Aug 4
BROOK, WALTER, Bonham rd, Brixton, Engineer
High Court Pet Feb 13 Ord Aug 7
COBBE, W.H, Kensington gdms sq High Court Pet June
26 Ord Aug 8
COFFORD, UTAIR ROBERT, Worcester, Draper Worcester
Pet Aug 9 Ord Aug 9
COMBELL, THOMAS FRANCIS RICHMOND, Cambridge,
Restaurant Keeper Wandsworth Pet Aug 8 Ord
Aug 8
CROMBAY, GEORGE HERBERT, Kingston upon Hull King-
ston upon Hull Pet Aug 9 Ord Aug 9
DENWORTH, HENRY, Farnworth, Lancs, Labourer Bolton
Pet Aug 8 Ord Aug 8
DOBBY, PATRICK EDWARD, York bldgs, Adelphi High
Court Pet June 2 Ord Aug 5
ELLY, DAVID ROBERTS, Bangor, House Painter Bangor
Pet Aug 9 Ord Aug 8
FIELDING, EDWARD, jun, Birmingham, Builder Birming-
ham Pet Aug 8 Ord Aug 5
FIRIES, CLARE, Elsecar, nr Barnsley, Joiner Barnsley
Pet Aug 8 Ord Aug 8
FOWLER, FRANK, Kentsisheave, Devon, Dairyman Exeter
Pet Aug 4 Ord Aug 4
HARRIS ALFRED JOHN, Birmingham, Butcher Birming-
ham Pet July 29 Ord Aug 5
HART, ANNIE, Mlaores High Court Pet May 31 Ord
Aug 5
HILL, FRED ALBERT, Aslow, Burton on Trent, Wheel-
wright Burton on Trent Pet July 17 Ord Aug 9

HURRELL, JOHN, jun, Darlington, Shoemaker Stockton on
Tees Pet Aug 9 Ord Aug 4
JEFFREY, JAMES, Coaley, Leicester, Plasterer Leicester
Pet Aug 9 Ord Aug 9
JONES, EVAN MORRIS, High st, Plumstead, Provision
Dealer Wandsworth Pet July 6 Ord Aug 9
KEWELL, WELLER CHARLES JAMES, Southsea, Hants, Grocer
Portsmouth Pet Aug 8 Ord Aug 8
KING, GEORGE, Sutherland sq, Camberwell, Horse Dealer
High Court Pet June 16 Ord Aug 9
KING, WILLIAM JOHN, Boswell, Whitechapel rd, Coffee
house Keeper Pet Aug 9 Ord Aug 9
KLEIN, HERMAN, Preston, Lancs, Tailor Preston Fe
July 26 Ord Aug 9
MARKS, JOHN, Houndditch, Sponge Importer High Court
Pet June 14 Ord Aug 9
MORGAN, THOMAS WILLIAMS, Cwmgiedd, Ystradgynlais,
Butcher Neath Pet Aug 9 Ord Aug 9
NEW, LOT, Evesham, Worcester, Labourer Worcester
Pet Aug 9 Ord Aug 9
NEWTON, JOHN THOMAS, Exeter, Butcher Exeter Pet Aug
2 Ord Aug 3
OWEN, ROBERT, Machynlleth, Grocer Aberystwyth Pet
July 17 Ord Aug 7
PAGE, HARRY, Westoning, Bedford, Butcher Bedford Pet
Aug 9 Ord Aug 9
PEARSON, DAVID WALKER, Southampton, Dealer in Sewing
Machines Southampton Pet July 21 Ord Aug 5
PERMBERTON, GEORGE ARTHUR, Tenbury, Worcester, Land
Agent Kidderminster Pet July 19 Ord Aug 5
PHILLIPS, MAURICE, Bishopgate st Without, Wholesale
Clothing High Court Pet July 31 Ord Aug 7
PLATT, JAMES, Oldham, Licensed Victualler Oldham
Pet July 11 Ord Aug 9
POTTER, DAVID GEORGE, Derby, Commission Agent Derby
Pet Aug 9 Ord Aug 9
RADFORD, DUDLEY MOOR, Queen's gdns, Hyde Park High
Court Pet June 21 Ord Aug 7
REDGRAVE, EDWARD BUTLER, Bedford, Upholsterer
Bedford Pet Aug 8 Ord Aug 8
RAWLINS, CHARLES E, Sparkbrook, Birmingham, Baker
Birmingham Pet July 1 Ord Aug 3
SMITH, GEORGE, Ilkeston, Warp Hand Derby Pet Aug 4
Ord Aug 9
SMITH, WILLIAM, Lochwood, Huddersfield, Insurance Agent
Huddersfield Pet Aug 9 Ord Aug 9
TIMMS, JOHN, and WRIGHT TIMMS, Failsforth, Lancaster,
Shoeing Smiths Oldham Pet July 4 Ord Aug 9
WRESTON, BENJAMIN DENT, Montpelier st, Walworth,
Licensed Victualler High Court Pet May 27 Ord
Aug 3
WHEELER, JAMES, Birmingham, Greengrocer Birmingham
Pet July 31 Ord Aug 5
WHITFIELD, JOHN, Grayley, Kent, Builder Croydon Pet
Feb 13 Ord July 27
WILLAM, GEORGE ARTHUR, Woburn Sands, Buckingham
Luton Pet May 33 Ord Aug 8
WILSON, MARGARET MACDONALD, Blackpool Preston
Pet July 14 Ord Aug 9
WILSON, THOMAS, Keswick, Cumberland, Pencil Manu-
facturer Cockermouth Pet July 24 Ord Aug 5
WOODHEAD, JOHN, Blackpool, Cabinet Maker Preston Pet
Aug 9 Ord Aug 9
WORRELY, JOHN STAPLETON, Seaton Carow, nr West Harle-
pool Insurance Agent Sunderland Pet Aug 5 Ord
Aug 5
WREN, FREDERICK WILLIAM, Exminster, Devon, Dairyman
Exeter Pet Aug 5 Ord Aug 5
WRIGHT, JOHN, Darlaston, Staffs, Grocer Walsall Pet
Aug 1 Ord Aug 4

don Gazette.—TUESDAY, Aug 15.

RECEIVING ORDERS

ADAMS, ARTHUR HENRY JOSEPH, Birmingham, Cabinet
Brass Foundry Birmingham Pet Aug 11 Ord Aug 11
ALCOCK, JEFFERY, Bedminster, Bristol, Licensed Victualler
Bristol Pet Aug 1 Ord Aug 11
ARNOLD, CHARLES ASHTON, Hereford, Yeast Agent Here-
ford Pet Aug 11 Ord Aug 11
ASKWY, HENRY, New Cleethorpes, Tailor Gt Grimsby
Pet Aug 9 Ord Aug 9
BALWILL, EDDIE HENRY, Hatherleigh, Devon, Butcher
Plymouth Pet Aug 10 Ord Aug 10
BANNISTER, WILLIAM, Stechford, Worcester, Commercial
Traveller Birmingham Pet Aug 10 Ord Aug 10
BINDOFF, ALFRED HAWLEY, South Woodford, Essex,
Licensed Victualler High Court Pet Aug 12 Ord
Aug 12
BLOOM & SONS, D, Liverpool, Builders Liverpool Pet
July 29 Ord Aug 11
BOLSHAW, MARIA, Walsall, Grocer Walsall Pet Aug 9
Ord Aug 9
BEVETT, DAVID BENNETT, Sloane sq, Estate Agent High
Court Pet Aug 10 Ord Aug 10
BURN, FRANCIS WILLIAM, Manchester Manchester Pet
July 27 Ord Aug 11
DAVIS, ALBERT EDWARD, North Kensington, Baker High
Court Pet Aug 10 Ord Aug 10
DOUGLAS, GEORGE GRANFORD, Pitstead, Northampton,
Builder Northampton Pet Aug 10 Ord Aug 10
ELLIOTT, FRANK, Aldermansbury, Importer of Straw Goods
High Court Pet July 10 Ord Aug 11
ETCHES, FREDERICK ERNEST, Bristol, Commercial Traveller
Bristol Pet Aug 10 Ord Aug 10
FOLEY, SIDNEY, Lodgegate Hill, Paper Merchant High Court
Pet July 20 Ord Aug 11
FOURMAN, ALBERT JOHN, Upper Norwood, Sanitary Surveyor
Court Pet Aug 9 Ord Aug 10
GATTEBORO, AGNES, Abbey lid, St John's Wood, Court
Dressmaker High Court Pet Aug 12 Ord Aug 12
GRAY, ALEXANDER, Putney High Court Pet Aug 9 Ord
Aug 10
HICKS, EDWARD RUPERT, Pickle Herring st, Southwark,
Wharfinger High Court Pet July 21 Ord Aug 5
HOYLE, NANCY, and JAMES ARTHUR HOYLE, Morecambe,
Leather Merchants Preston Pet Aug 10 Ord Aug 10
KAILOR, ALFRED, Old Kent rd, Tailor High Court Pet
Aug 11 Ord Aug 11
LEAVER, HENRY ARTHUR, Swansea, Metal Refinish Swansea
Pet April 10 Ord Aug 11

MAIDMENT, ALBERT JOHN, Northallerton Northallerton
Pet Aug 9 Ord Aug 9
MALLINSON, BEN, jun, Harrogate, Yorks, Fancy Draper
York Pet Aug 11 Ord Aug 11
MITFORD, CHARLES, Heaton, Newcastle on Tyne, Tobacco-
conist Newcastle on Tyne Pet Aug 9 Ord Aug 9
NICHOLLS, GEORGE ROBERT, Clarendon rd, Notting Hill,
Butcher High Court Pet Aug 10 Ord Aug 10
PAICE, HENRY JOHN, Tilehurst, nr Reading, Engineer's
Draughtsman Reading Pet Aug 10 Ord Aug 10
PARSONS, EDWIN, Ipswich, Potato Merchant Ipswich Pet
Aug 10 Ord Aug 10
PARSONS, WILLIAM, Halesowen, Worcester, Fruiterer
Stourbridge Pet Aug 10 Ord Aug 10
PREEDLE, A. S, Bromley, Keat, Builder Croydon Pet July
5 Ord Aug 10
RALPHS, FREDERICK THOMAS, York, Printer York Pet
Aug 8 Ord Aug 8
RAMSDEN, MARY, Stanley, Durham, Draper Newcastle on
Tyne Pet July 27 Ord Aug 8
REES, SAMUEL, Cardiff, Butcher Cardiff Pet Aug 9 Ord
Aug 9
RILEY, ALBERT, Bristfield, Lanes, Grocer Burnley Pet
Aug 11 Ord Aug 11
SPARROW, CHARLES HENRY BURNABY, Croydon Croydon
Pet Aug 10 Ord Aug 10
WARBURTON, HENRY, Bolton, General Wire Worker Bolton
Pet Aug 12 Ord Aug 12
YOUNG, GEORGE, Brankome, Dorset, General Merchants'
Agent Poole Pet Aug 10 Ord Aug 10

FIRST MEETINGS.

ADAMS, JOHN HAY, Swinton, Carter Aug 24 at 12 Off Rec, Figgate rd, Sheffield.
 ALOOCE, JEFFREY, Bedminster, Bristol, Licensed Victualler Aug 23 at 12 Off Rec, 26, Baldwin st, Bristol.
 ANDERSON, FRED, Weaverthorpe, Yorks, Farmer Aug 23 at 4 74, Newborough, Scarborough.
 BAKER, GEORGE HENRY, King's Heath, Worcester, Fruiterer Aug 23 at 11 191, Corporation st, Birmingham.
 BARRELL, SYDNEY, Ilford, Essex Aug 24 at 12 14, Bedford row.
 BISHOP, ROBERT GEORGE, Wilsenhall, Stafford, Baker Aug 23 at 10 Off Rec, Wolverhampton.
 BOLTON, WILLIAM, Gloucester rd, 8 Kensington, Builder Aug 23 at 11.30 Bankruptcy bldgs, Carey st.
 BREYTT, DAVID BENNETT, Sloane sq, Chelsea, Estate Agent Aug 23 at 11.30 Bankruptcy bldgs, Carey st.
 BUCKINGHAM, GEORGE, Cottenham Park, Wimbledon, Builder Aug 25 at 12.30 24, Railway ap, London Bridge.
 CUMTONT, HENRY, Wellington, Salop, Grocer Aug 29 at 11.30 Off Rec, 42, St John's hill, Shrewsbury.
 CONNOR, OLIVER, Oldbury, Worcester, Grocer Aug 24 at 11 191, Corporation st, Birmingham.
 COOKE, HENRY JOHN, Redbridge, Uxbridge, Veterinary Surgeon Aug 24 at 11.30 Off Rec, 24, Portsmouth road.
 COSFORD, ULIAM ROBERT, Worcester, Draper Aug 24 at 11.30 45, Copenhagen st, Worcester.
 DAVEY, JAMES ALBERT, Wellington, Somerset, Baker Aug 26 at 12.30 10, Hammer st, Taunton.
 DAVIS, ALBERT EDWARD, Wornington rd, North Kensington, Baker Aug 29 at 12 Bankruptcy bldgs, Carey st.
 ECHOLS, JOHN, Waverley Park, Woking, Photo, Commercial Traveller Aug 23 at 11.45 Off Rec, 26, Baldwin st, Bristol.
 EVANS, FRANK, Nonsuch on Thames, Licensed Victualler Aug 23 at 3 Bankruptcy bldgs, Carey st.
 EVANS, ROWLAND THOMAS, Charing Cross rd, Grocer Aug 28 at 1 Bankruptcy bldgs, Carey st.
 FISHER, LARK, Elstow, nr, Walsley, Joiner Aug 23 at 10.15 Off Rec, 7, Redgrave, Barnard.
 FOLEY, SIDNEY, Addison Court gdns, Kensington, Paper Merchant Aug 29 at 11 Bankruptcy bldgs, Carey st.
 FOWER, ALBERT, Beaconsfield, Bucks, Machinist Aug 24 at 12 1, St Aldate's, Oxford.
 FRAY, ALEXANDER, Putney Aug 25 at 12 Bankruptcy bldgs, Carey st.
 FRANKLIN, JAMES ROBERT, Llandrillo yn Rhos Aug 23 at 12 Cryn, Chmrs, Eastgate row, Chester.
 ALFRED JOHN, Birmingham, Butcher Aug 24 at 12 191, Corporation st, Birmingham.
 ICKES, EDWARD RUFERT, Pickle Herring st, Southwark, Wharfinger Aug 23 at 12 Bankruptcy bldgs, Carey st.
 JEFFREY, JOSEPH, Cooby, Leicester, Plasterer Aug 23 at 12 Off Rec, 1, Berriam st, Leicester.
 JONES, EVAN, Mablethorpe, Llandudno rd, Provision Dealer Aug 23 at 11.30 24, Railway ap, London Bridge.
 KALIA, MATRICE, Old Kent rd, Tailor Aug 25 at 11 Bankruptcy bldgs, Carey st.
 KEWELL, WELLER CHARLES JAMES, Southsea, Grocer Aug 24 at 4 Off Rec, Cambridge junc, High st, Portsmouth.
 MCLEAN, WILLIAM JAMES, Headingley, Lancs, Grocer Aug 24 at 12.15 Off Rec, County chmrs, Market pl, Stockport.
 MATTMENT, ALBERT JOHN, Northallerton Aug 28 at 11.30 Court House, Northallerton.
 MARSH, JOHN STAFFORD, Hurlingham rd, Fulham Aug 28 at 11 Bankruptcy bldgs, Carey st.
 MEIN, THOMAS GORDON, Craigton, nr Cardiff, Commission Agent Aug 23 at 11 117, St Mary st, Cardiff.
 MITCHELL, CHARLES, Nonsuch on Thames, Tobaccoist Aug 23 at 11.30 Off Rec, 33, Mosley st, Newcastle on Tyne.
 MORRIS, JOH SHUFFLEBOTTOM, Tottenham Aug 28 at 12 Bankruptcy bldgs, Carey st.
 NEW, LOT, Evesham, Worcester, Labourer Aug 24 at 10.30 45, Copenhagen st, Worcester.
 NICOLLS, GEORGE, CHORLEY, Chesham rd, Notting Hill, Aug 24 at 12 Bankruptcy bldgs, Carey st.
 ODDERS, MAY GRANTHAUD, Sheffield, Auctioneer Aug 24 at 12.30 Off Rec, Figgate rd, Sheffield.
 ARSON, EDWIN, Ipswich, Potato Merchant Aug 24 at 11 Off Rec, 38, Princes st, Ipswich.
 ALPHEUS, FREDERICK THOMAS, York, Printer Aug 24 at 2.30 Off Rec, The Red House, Duncombe pl, York.
 AUSTIN, R. HARRISON, Pavilion on the Cambridge Wells, Photographer Aug 23 at 11 Off Rec, 4, Pavilion bldgs, Brighton.
 BAYD, GEORGE ALEXANDER, Halton, Hastings, Plasterer Aug 23 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton.

SMITH, GEORGE, Ilkeston, Warp Hand Aug 23 at 3 Off Rec, 47, Full st, Derby
SMITH, WILLIAM, Lockwood, Huddersfield, Insurance Agent Aug 23 at 2 Off Rec, Prudential bldg, New st, Huddersfield
STARK, JOHN, Brooklands, Cheshire Aug 25 at 12 Off Rec, 23, King Edward st, Macclesfield
THOMAS, HERBERT, Bristol, Licensed Victualler Aug 23 at 11.30 Off Rec, 26, Baldwin st, Bristol
WHEELER, JAMES, Birmingham, Greengrocer Aug 25 at 11 191, Corporation st, Birmingham
WILTON, JOHN RICHARD, and ARTHUR SHAW BRUNDELL, High rd, Kilburn, Fancy Drapers Aug 23 at 11 Bankruptcy bldg, Carey st
WOODFORD, THOMAS HALL, Mere, Wilts, Relieving Officer Aug 24 at 2.30 Off Rec, City chambers, Catherine st, Salisbury
WRIGHT, JOHN, Darlaston, Grocer Aug 23 at 10.30 Off Rec, Wolverhampton

ADJUDICATIONS.

ARNOLD, CHARLES AARON, Hereford, Yeast Agent Hereford Pet Aug 11 Ord Aug 11
ASKW, HERBERT, New Cleethorpes, Tailor Gt Grimsby Pet Aug 9 Ord Aug 9
ATEINSON, HERBERT, Bath, Stationer Bath Pet July 12 Ord Aug 11
BALKWILL, SYDNEY HENRY, Hatherleigh, Devon, Butcher Plymouth Pet Aug 10 Ord Aug 10
BOLSHAW, MARIA, Walsall, Grocer Walsall Pet Aug 9 Ord Aug 9
BOWLES, GILBERT HUMPHREY, Kentish Town, Surveyor High Court Pet May 20 Ord Aug 10
BRADY, JAMES RUSSELL, Retired Sea Captain High Court Pet July 7 Ord Aug 10
BROWNING, HUGH C, Midhurst Brighton Pet April 17 Ord Aug 11
BULLINGER, BERNARD, Kilburn, Engineer High Court Pet May 15 Ord Aug 10
DAVIS, ALBERT EDWARD, Wornington rd, Kensington, Baker High Court Pet Aug 10 Ord Aug 10
DOUGLAS, JOSHUA STANFORD, Northampton, Builder Northampton Pet Aug 10 Ord Aug 10
FLETCHER, WILLIAM HAVANT, Hamt, Cornet Manufacturer Portsmouth Pet July 1 Ord Aug 11
FORMAN, ALBERT JOHN, Upper Norwood, Sanitary Surveyor Croydon Pet Aug 10 Ord Aug 10
FOSTER, ERNEST CHRISTOPHER, Surbiton, Ladies' Tailor Kingston, Surrey Pet Aug 5 Ord Aug 11
GRAY, ALEXANDER, Putney High Court Pet Aug 9 Ord Aug 10
GRIFFITH, ARTHUR EDWARD, Llandrindod Wells, Draper Newtown Pet Aug 5 Ord Aug 10
HOMWOOD, GEORGE FREDERICK, Leigh on Sea, Licensed Victualler Chelmsford Pet July 14 Ord Aug 10
HOYLE, NANCY, and JAMES ARTHUR HOYLE, Stonewell, Lancaster, Leather Merchants Preston Pet Aug 10 Ord Aug 11
KING, WILLIAM, Patcham, Sussex, Farmer Brighton Pet July 13 Ord Aug 11
KNOWLES, WILLIAM FLENDERLEITH, Tweedmouth, Northumberland, Licensed Victualler Newcastle upon Tyne Pet Aug 2 Ord Aug 10
LAMPSON, FRED MIRANDA, Chelsea High Court Pet July 10 Ord Aug 11
MAIDMENT, ALBERT JOHN, Northallerton Northallerton Pet Aug 9 Ord Aug 9
MALLINSON, BEN, jun, Harrogate, Yorks, Fancy Draper York Pet Aug 11 Ord Aug 11
MAYFORD, RICHARD, Burghcliff, Llanyrnnech, Farmer Newtown Pet June 30 Ord Aug 12
MITFORD, CHARLES, Heaton, Newcastle upon Tyne, Tobaccoist Newcastle upon Tyne Pet Aug 9 Ord Aug 9
NICHOLLS, GEORGE ROBERT, Clarendon rd, Notting hill, Butcher High Court Pet Aug 10 Ord Aug 10
NODDER, MAY GERTRAUDE, Sheffield, Auctioneer Sheffield Pet July 5 Ord Aug 12
NORMANTON, AINLEY, Barksland, nr Halifax, Stone Merchant Halifax Pet July 11 Ord Aug 11
OWEN, WILLIAM SHEPPESON, Birmam rd, Tollington Park, Commission Agent High Court Pet June 27 Ord Aug 12
PAICE, HENRY JOHN, Tilehurst, Reading, Engineer's Draughtsman Reading Pet Aug 10 Ord Aug 10
PARSONS, EDWIN, Ipswich, Potato Merchant Ipswich Pet Aug 10 Ord Aug 10
PARSONS, WILLIAM, Haleoswen, Worcester, Fruiterer Stourbridge Pet Aug 10 Ord Aug 10
RALPHS, FREDERICK THOMAS, York, Printer York Pet Aug 8 Ord Aug 8
RATCLIFF, ALBERT EDMUND, Leamington Warwick Pet Aug 5 Ord Aug 10

REES, SAMUEL, Cardiff, Butcher Cardiff Pet Aug 9 Ord Aug 9
RILEY, HERBERT, Brierfield, Lancs, Grocer Burnley Pet Aug 11 Ord Aug 11
ROBERTS, DAVID DONALD, Newmarket, Flint, General Draper Chester Pet July 10 Ord Aug 11
SPACH, GASTON, Chancery ln, Stock Dealer High Court Pet June 29 Ord Aug 12
STACE, JOHN, Hammersmith, Coach Builder High Court Pet July 27 Ord Aug 11
TREARS, JOHN WHEAT, Dewsbury, Postmaster Dewsbury Pet July 13 Ord Aug 10
WALKER, THOMAS ARTHUR, Leicester, Stonemason Leicester Pet July 8 Ord Aug 11
WARBURTON, HENRY, Bolton, General Wire Worker Bolton Pet Aug 12 Ord Aug 12
WOODFORD, THOMAS HALL, Mere, Wilts, Relieving Officer Salisbury Pet Aug 5 Ord Aug 12
WOODHOUSE, CLARA KATHERINE, Seafordale villas, Kensington High Court Pet June 15 Ord Aug 10
WYVILL, FREDERICK HENRY, Compton ter, Highbury High Court Pet May 4 Ord Aug 10
YOUNG, GEORGE, Branksome, Dorset, General Merchant's Agent Poole Pet Aug 10 Ord Aug 10

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